

1.1.2.2. In addition, Sprint and KMC will establish intercompany contacts lists for purposes of handling subscriber and other matters which require attention/resolution outside of normal business procedures within thirty (30) days after CLEC's request. Each party shall notify the other party of any changes to its intercompany contact list as soon as practicable before such changes are effective.

1.1.2.3. No later than thirty (30) days after KMC's request Sprint and KMC shall jointly establish contingency and disaster recovery plans for those cases in which normal Service Ordering, Provisioning, Maintenance, Billing, and other procedures for Sprint's unbundled Network Elements, features, functions, and resale services are inoperable.

1.1.3. Operational and Technological Changes

1.1.3.1. Sprint shall notify KMC of any operational or technological changes (*e.g.*, network, systems interfaces) changes that are related to any services or Network Elements purchased by KMC in accordance with standard industry practices or applicable law. The Parties may mutually agree to shorter notice periods.

1.1.4. Subscriber of Record Sprint shall recognize KMC as the Subscriber of Record for all Network Elements or services for resale ordered by KMC and shall send all notices, invoices, and information which pertain to such ordered services directly to KMC. KMC will provide Sprint with addresses to which Sprint shall send all such notices, invoices, and information.

1.2 Service Offerings

1.2.1. Changes in Service Offerings

1.2.1.1. Sprint shall notify KMC of any proposed changes in the terms and conditions under which it offers unbundled Network Elements including, but not limited to, the introduction or discontinuance of any features, functions, services, promotions, or changes in rates upon Sprint's filing of such change with the Commission, or as required by state notification guidelines, whichever is earlier.

1.2.1.2. Sprint shall provide KMC with access to new services, features and functions concurrent with Sprint's notice to KMC of such changes, if such service, feature or function is installed and available in the network or as soon

thereafter as it is installed and available in the network, so that KMC may conduct market testing.

1.2.2 Essential Services For purposes of Service restoration, Sprint shall designate an access line as an Essential Service Line ("ESL"), as such term is defined under applicable state law or regulation, upon KMC's request and at Parity with Sprint's treatment of its own subscribers with regard to ESL.

1.2.3 Blocking Services. Upon request from KMC, employing Sprint-approved LSR documentation, Sprint shall provide blocking of 700, 900, and 976 services, or other services of similar type as may now exist or be developed in the future, and shall provide Billed Number Screening (BNS), including required LIDB updates, or equivalent service for blocking completion of bill-to-third party and collect calls, on a line, PBX, or individual service basis. Blocking shall be provided to the extent (a) it is an available option for the Telecommunications Service resold by KMC, or (b) it is technically feasible when requested by KMC as a function of unbundled Network Elements.

1.2.4. Training Support.

1.2.4.1. Sprint shall provide training, on a non-discriminatory basis, for all Sprint employees who may communicate, either by telephone or face-to-face, with KMC subscribers.

1.2.4.2. Sprint shall train KMC employees at a Sprint location of Sprint's choosing on any Sprint-owned or -developed systems and processes non-industry standard and which need to be used by KMC's employees or agent to carry out this Agreement and shall provide at least the same information available to Sprint employees. KMC will bear any and all travel expenses incurred by or on behalf of such employees in connection with attendance at such training sessions.

1.2.5. Carrier Identification Codes

1.2.5.1. Sprint shall provide to KMC the active Codes ("CIC") for both Dial 1 and 800 services for each of its access tandems and shall provide updates promptly as those codes change from time to time.

2. ORDERING AND PROVISIONING

2.1. Ordering and Provisioning Parity. Sprint shall provide necessary ordering and provisioning business process support as well as those technical and systems interfaces as may be required to enable KMC to provide the same

level and quality of service for all resale services, functions, features, capabilities and unbundled Network Elements as Sprint provides itself, its Affiliates or its own subscribers.

2.2. National Exchange Access Center (NEAC)

2.2.1 Sprint shall provide a NEAC or equivalent which shall serve as KMC's point of contact for all activities involved in the ordering and provisioning of Sprint's unbundled Network Elements, features, functions, and resale services. KMC shall have the ability to submit orders twenty-four (24) hours a day, seven (7) days a week.

2.2.2. The NEAC shall provide to KMC a nationwide telephone number (available from 6:00 a.m. to 8:00 p.m. Eastern Standard Time, Monday through Friday, and 8:00 am through 5:00 P.M. Eastern Standard Time on Saturday) answered by competent, knowledgeable personnel and trained to answer questions and resolve problems in connection with the ordering and provisioning of unbundled Network Elements (except those associated with local trunking interconnection), features, functions, capabilities, and resale services.

2.2.3. Sprint shall provide, as requested by KMC, through the NEAC, provisioning and premises visit installation support in the form of coordinated scheduling, status, and dispatch capabilities during Sprint's standard business hours and at other times as agreed upon by the parties to meet subscriber demand.

2.3 Street Index Guide (SIG) Within thirty (30) days of KMC's written request, or as otherwise mutually agreed, Sprint shall provide to KMC the SIG data, or its equivalent, in an electronic format mutually agreeable to the parties. All changes and updates to the SIG shall be provided to in a mutually agreed format and timeframe.

2.4. CLASS and Custom Features Where generally available in Sprint's serving area, KMC may order the entire set of CLASS, CENTREX and Custom features and functions, a subset of any one of such features, or any Combination of such features.

2.5 Customer Payment History. Sprint will participate in NCTDE (National Consumer Telecommunications Data Exchange) and commit to providing NCTDE with two (2) years of historical information on UCAs for their local accounts and also report current UCA information in accordance with NCTDE required timelines for the purpose of providing KMC with third party access to Customer Payment History. Sprint will make the following Customer payment history information available in accordance with the NCTDE format to the extent the same is available for Sprint's own use for each Person or entity that applies for (i) local service; or (ii)

intraLATA toll Telecommunications Service(s). As of the effective date of this Agreement, Sprint provides information to NCTDE regarding payment history of Sprint residential End Users. During the term of this Agreement, Sprint will continue to provide such information to NCTDE provided that: (1) NCTDE continues to accept information from Sprint through the third party administrator Sprint currently uses in the same format and under the same terms and conditions as such information is currently provided; (2) the third party administrator that Sprint currently uses to provide such information to NCTDE continues to administer the data transmission function on Sprint's behalf on the same terms and conditions as exist currently, (3) NCTDE does not impose any charges on Sprint for Sprint's provision of such information; (4) Sprint is not required to join NCTDE as a participant or recipient of data from NCTDE in order to continue providing information as described herein; and (5) there is no change in law or enforcement of any existing law that, in Sprint's legal judgment, imposes an unreasonable risk on Sprint in connection with its provision of the information to NCTDE. The Parties agree that in the event Sprint ceases providing such information to NCTDE, the Parties will work cooperatively to develop a mutually acceptable alternative arrangement for Sprint to provide the information to KMC, either directly or through a third party. In determining whether such alternative arrangement will be acceptable to either Party, the Parties may consider, among other things, cost and administrative burden.

2.5.1. Such information shall be provided on the condition that the credit reporting agency only make such information available to the carrier to which the person or entity in question has applied for Telecommunications Service

2.5.2. Sprint shall not refuse service to KMC for any potential KMC subscriber on the basis of that subscriber's past payment history with Sprint. KMC shall establish the credit scoring criteria for applicants for KMC services.

2.5.3. Sprint shall not refuse service to KMC for any potential KMC subscriber on the basis of that subscriber's past payment history with Sprint.

2.5.4. The provision of Services by either Party to the other shall not create a property interest of the served Party in the providing Party's facilities or equipment

2.6 Carrier Selection

2.6.1. For services for resale or unbundled Network Elements, Sprint shall provide to KMC, the capability to order local service, IntraLATA (where available), InterLATA, and international toll services by entering the KMC subscriber's choice of carrier on a single order. Sprint shall provide KMC with the capability to order

separate InterLATA and IntraLATA carriers on a line or trunk basis.

- 2.6.2. Where IntraLATA toll carrier selection is not implemented, Sprint agrees to provide IntraLATA toll services for resale to KMC. In all cases, Sprint will route toll calls to the appropriate carrier as designated by KMC.

2.7. Notification to Long Distance Carrier

- 2.7.1. Sprint agrees to notify KMC using OBF-approved CARE transactions, whenever a KMC subscriber who is provided local service through services for resale, INP/NP, or unbundled Network Elements changes KMC PIC status.
- 2.7.2. Sprint shall support and implement new Transaction Code Status Indicators ("TCSIs") defined by OBF in support of local resale to enable KMC to provide seamless subscriber service.
 - 2.7.2.1. Sprint shall implement TCSIs used in conjunction with the new Local Service Provider ("LSP") Identification Code for handling Account Maintenance, Subscriber Service, and Trouble Administration issues. These TCSIs include 4001/02/05, 4201-4203, 4205, 4301, 2033, 2233, 3148, 3149, and others as OBF may define.
 - 2.7.2.2. In addition, Sprint shall implement TCSIs used in conjunction with the new Ported Telephone Number field to link "shadow" and ported telephone numbers in support of Interim Number Portability. These TCSIs include 2231, 3150, and others as OBF may define.
- 2.7.3. Sprint shall provide to KMC the Local Service Provider ("LSP") ID on purchased lists of KMC PIC'd and non-PIC'd subscribers.
- 2.7.4. Sprint shall provide the Ported Telephone Number ("PTN") on purchased CARE lists of KMC PIC'd and non-KMC PIC'd subscribers.

2.8. Number Administration/Number Reservation

- 2.8.1. Sprint shall provide testing and loading of KMC's NXX on the same basis as Sprint provides itself or its affiliates. Further, Sprint shall provide KMC with access to abbreviated dialing codes, and the ability to obtain telephone numbers, including vanity numbers, while a subscriber is on the phone with KMC. When KMC uses numbers from a Sprint NXX, Sprint shall provide the same range of number choices to KMC, including choice of exchange number, as Sprint provides its own subscribers. Reservation and aging of Sprint NXX's shall remain Sprint's responsibility.

- 2.8.2 Where mutually agreed, which agreement shall not be unreasonably withheld, the Parties will implement LERG reassignment for particular NXX Codes.
- 2.8.3. In conjunction with an order for service, Sprint shall accept KMC orders for vanity numbers and blocks of numbers for use with complex services including, but not limited to, DID, CENTREX, and Hunting arrangements, as requested by KMC.
- 2.8.4 For simple services number reservations and aging of Sprint's numbers, Sprint shall provide real-time confirmation of the number reservation when the Electronic Interface has been implemented. For number reservations associated with complex services, Sprint shall provide confirmation of the number reservation within twenty-four (24) hours of KMC's request. Consistent with the manner in which Sprint provides numbers to its own subscribers, no telephone number assignment is guaranteed until service has been installed.
- 2.9. Intentionally left blank.
 - 2.9.1 Intentionally left blank.
 - 2.9.2. Intentionally left blank.
- 2.10. Service Order Process Requirements
 - ~~2.10.1.~~ OBF Compliance
 - 2.10.1.1. In accordance with OBF standards, as may be amended by OBF from time to time, Sprint and KMC shall follow the OBF-developed ordering and provisioning process standards. These processes may include pre-order service inquiry, pre-order service inquiry response, firm order, acknowledgment/rejection, firm order confirmation, delay notification, and completion notification. Sprint agrees to work cooperatively to implement future OBF-developed processes related to ordering and provisioning.
 - 2.10.2. Service Migrations and New Subscriber Additions
 - ~~2.10.2.1.~~ For resale services, Sprint shall not require a disconnect order from a subscriber, another local service provider, or any other entity to process an KMC order to establish KMC local service and/or migrate a subscriber to KMC local service
 - ~~2.10.2.2.~~ For resale services, Sprint shall not disconnect any subscriber service or existing features at any time during the migration of that subscriber to KMC service without

prior KMC agreement..

2.10.2.3. For services provided through UNEs, Sprint shall recognize KMC as an agent, in accordance with OBF developed processes, for the subscriber in coordinating the disconnection of services provided by another KMC or Sprint. In addition, Sprint and KMC will work cooperatively to minimize service interruptions during the conversion.

2.10.2.4 Unless otherwise directed by KMC and when technically capable, when KMC orders resale Telecommunications Services or UNEs all trunk or telephone numbers currently associated with existing services shall be retained without loss of feature capability and without loss of associated ancillary services including, but not limited to, Directory Assistance and 911/E911 capability.

2.10.2.5 For subscriber conversions requiring coordinated cut-over activities, on a per order basis, Sprint and KMC will mutually agree on a scheduled conversion time twenty-four (24) to forty-eight (48) hours prior to the actual conversion, which will be a designated time period, not to exceed a two (2) hour window, on a designated date. KMC may designate the conversion time on an order by order basis. For time specific conversions, Sprint will verify the cut-over time designated by KMC twenty-four (24) to forty-eight (48) hours in advance to ensure that the conversion is to be completed as ordered. **[MCIm, Att 8, 2.2.2.5, modified with procedure interface as defined with BellSouth]**

2.10.2.5.1. Sprint will coordinate activities of all Sprint work groups involved with the conversion. This coordination will include, but not be limited to, work centers charged with manual cross-connects, electronic cross-connect mapping, and Switch translations (including, but not limited to, implementation of interim local number portability translations). **[MCIm, Att 8, 2.2.2.5.1]**

2.10.2.5.2 Both parties agree to use best efforts to ensure mutually agreed to conversion times will commence within fifteen (15) minutes of the designated conversion time. **[KMC existing procedural interface with BellSouth]**

2.10.2.5.3. Sprint will notify KMC when conversion is complete. [MCIm, Att 8, 2.2.2.5.2]

2.10.2.5.4. End user service interruptions shall be held to a minimum, with a target of no more than fifteen (15) minutes or less for each loop. In any event such interruption shall not exceed the time Sprint experiences when performing such work for its own subscribers [MCIm, Att 8, 2.2.2.5.3, modified]

2.10.2.5.5. Upon request by KMC, Sprint will provide support for managed 'hot' cuts, defined as the highest level of service coordination and may require Sprint to dispatch a technician to the end user's premise for the coordinated conversion. Additional charges may apply as defined in the Pricing Table One of the Agreement, where the normal service provisioning process does not require dispatch of a technician. These charges shall be non-discriminatory, cost based rates not more than what Sprint would charge itself or any other Carrier or Sprint Affiliate.

2.10.2.5.6. Any request made by KMC to coordinate conversions after normal working hours, or on Saturday's or Sunday's or Sprint holidays shall be performed at KMC's expense.

2.10.2.5.7. When Sprint fails to meet the timeframes specified herein for a number port or coordinated cutover, the management of a rescheduled cutover shall be escalated a level of Sprint management higher than the level assigned on the failed cutover. Failure of Sprint to meet the timeframes specified herein for three (3) consecutive number ports and coordinated cutovers, shall constitute a chronic performance problem which shall be addressed and resolved pursuant to §1.3 of this Part I

2.10.2.5.8 For subscriber conversions not requiring coordinated cut-over activities, Sprint will provide a notification when the physical wirework is completed, which shall be at least thirty (30) minutes prior to the designated conversion time. This notification will allow KMC to ensure minimal end user loss of service, provided that

KMC promptly sends the activate message to NPAC to port the number.

2 10.2 6. A general Letter of Agency (LOA) initiated by KMC or Sprint will be required to process a PLC or PIC change order. Providing the LOA, or a copy of the LOA, signed by the end user will not be required to process a PLC or PIC change ordered by KMC or Sprint. KMC and Sprint agree that PLC and PIC change orders will be supported with appropriate documentation and verification as required by FCC and Commission rules. In the event of a subscriber complaint regarding an unauthorized PLC or PIC record change where there is a finding that the change was unauthorized, such Party shall pay all nonrecurring and/or other charges associated with reestablishing the subscriber's local service with the original local carrier.

2.10.3. Intercept Treatment and Transfer Service Announcements. Sprint shall provide unbranded intercept treatment and transfer of service announcements to KMC's subscribers. Sprint shall provide such treatment and transfer of service announcement in accordance with local tariffs and as provided to similarly situated Sprint subscribers for all service disconnects, suspensions, or transfers.

2.10.4. Desired Due Date

2.10.4.1. KMC shall specify on each order the Desired Due Date ("DDD"). Sprint shall not complete the order prior to the DDD, unless authorized by KMC.

2.10.4.2. If the DDD falls after the agreed upon standard order completion interval, Sprint shall use the DDD as the order due date.

2 10.4.3. Sprint shall supply KMC with due date intervals to be used by KMC personnel to determine service installation dates.

2.10.4.4. Subsequent to an initial order submission, KMC may request a new/revised due date that is earlier than the minimum defined interval.

2.10.4.5. Any special or preferred scheduling options available, internally or externally to Sprint, for ordering and provisioning services shall also be available to KMC.

2 10.4.6 Sprint shall use best efforts to complete orders by the KMC requested DDD within agreed upon intervals and performance measures, if any, and shall provide proactive notification if Sprint makes a change in the DDD.

2.10 4.7. Expedite charges may apply when KMC is requesting expedite service from Sprint to meet a due date earlier than the standard interval and the service is delivered on a date earlier than the standard interval. The appropriate field on the ASR/LSR will be populated by KMC. No expedite charges will apply if KMC's clean and accurate order submit date and the delivery date are within standard intervals.

2.10.5. Subscriber Premises Inspections and Installations

2.10 5.1. KMC shall perform or contract for all KMC's needs assessments, including equipment and installation requirements required beyond the Demarcation/NID, located at the subscriber premises.

2 10.5.2. Sprint shall provide KMC with the ability to schedule subscriber premises installations at the same morning and evening commitment level of service offered Sprint's own customers.

2.10.6. Firm Order Confirmation (FOC)

2.10.6 1. Sprint shall provide to KMC, a Firm Order Confirmation (FOC) for each KMC order. The FOC shall contain the appropriate data elements as defined by the OBF standards.

2.10.6.2 For a revised FOC, Sprint shall provide standard detail as defined by the OBF standards.

2.10.6.3. Sprint shall provide to KMC the date that service is scheduled to be installed.

2.10.6.4. When available, Sprint and KMC shall work together to implement Sprint's 'Intelligent FOC' process.

2.10.7. Order Rejections

2 10 7 1. Sprint shall reject and return to KMC any order that Sprint cannot provision, due to technical reasons, missing information, or jeopardy conditions. When an order is rejected, Sprint shall provide notification pursuant to the terms of this Agreement and, in its reject notification, specifically describe all of the reasons for which the order was rejected. Sprint shall not reject any orders because the Desired Due Date conflicts with published Sprint order provisioning interval requirements

2.10.7.2. Upon request, Sprint shall inform KMC by telephone of

any minor administrative order errors which can be immediately corrected by KMC and resubmitted.

2.10.7.3. Sprint shall provide to KMC reasonable advance notification as soon as practicable of any jeopardy situations prior to the committed due date, missed appointments and any other delay or problem in completing work specified on KMC's service order as detailed on the FOC.

2.10.7.4. Pending or No Facilities. Consistent with the FCC's Order in Docket No. CC 01-228, *In the Matter of the Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers* ("Triennial Review Order"), Sprint will perform routine modifications to fulfill KMC orders in the same manner it does so for its own customers. In accordance with the Triennial Review Order, Sprint may designate an order as "Pending" or "No Facilities" when KMC's order requires the construction of a new local loop from scratch by trenching or pulling cable. Sprint shall provide notification of Pending or No Facilities orders, within two (2) business days of order receipt and shall specify whether the orders are rejected due to "pending" facilities, "no" facilities or additional construction required. Sprint shall include verification that all equipment and facility options have been reviewed for availability to provision the requested service, including without limitation, spare or retired copper facilities, next generation equipment and availability of spare timeslots on channel banks. Further Sprint shall make available, where technically feasible, alternative service options to provide services by the requested due date, including but not limited to Resale services at UNE rates or spare channels on a digital DS1. Such alternatives shall be subject to joint KMC-Sprint technical discussion and review. Following such review, KMC will make the final decision to proceed with a service provisioning alternative

2.10.8. Service Order Changes

2.10.8.1. In no event will Sprint change a KMC initiated service order without a new service order directing said change. If an installation or other KMC ordered work requires a change from the original KMC service order in any manner, KMC shall initiate a revised service order. If requested by KMC, Sprint shall then provide KMC an estimate of additional labor hours and/or materials.

2.10 8.1.1. If additional work is completed on a service order, as approved by KMC, the cost of the work performed will be reported promptly to KMC

2 10.8.1 2 If a service order is partially completed by Sprint, notification to KMC must identify the work that was done and work remaining to be completed

2 10.8.2. If a KMC subscriber requests a service change at the time of installation or other work being performed by Sprint on behalf of KMC, Sprint, while at the subscriber premises, shall direct the KMC subscriber to contact KMC, and KMC will initiate a new service order.

2.10 9. Intentionally left blank.

2.11. Intentionally left blank

2.12. Service Suspensions/Restorations Upon KMC's request through an Industry Standard ("OBF") Suspend/Restore Order, or mutually agreed upon interim procedure, Sprint shall suspend or restore the functionality of any Network Element, feature, function, or resale service to which suspend/restore is applicable. Sprint shall provide restoration priority on a per network element basis in a manner that conforms with any applicable regulatory Rules and Regulations or government requirements.

2 13 Sprint, as underlying service provider, shall provide to KMC information notifying KMC of any services disconnected for non-payment from KMC following notification guidelines as adopted by OBF. In the interim, such notices will be provided for all such disconnects on a daily basis in a format as mutually agreed.

2.14 Order Completion Notification. Upon completion of the requests submitted by KMC, Sprint shall provide to KMC a completion notification in an industry standard, OBF, or in a mutually agreed format. The completion notification shall include detail of the work performed, to the extent this is defined within OBF guidelines, and in an interim method until such standards are defined.

2.15. Specific Unbundling Requirements.

2 15 1. KMC may order and Sprint shall provision unbundled Network Elements either individually or in any combination as provided in Part E of this Agreement utilizing a single order. Unless requested by KMC, Sprint shall not separate Network Elements ordered by KMC that are already combined.

2.15.2. Intentionally left blank.

2.15 3 When KMC orders Network Elements that are currently

connected, Sprint shall ensure such Network Elements remain connected and functional without any disconnection or disruption, unless KMC specifies otherwise.

2.15.4. When ordering a combination, KMC shall have the option of ordering all features, functions and capabilities of each Network Element.

2 15.5. Sprint shall provision all requested features, functions, and capabilities of the Switch and other Network Elements requested by KMC which include, but are not limited to.

2 15.5.1. The basic switching function of connecting lines to lines, lines to trunks, trunks to lines, and trunks to trunks, as well as the same basic capabilities made available to Sprint's subscribers, such as telephone numbers, white page listing, and dial tone; and

2 15.5.2. All other features that the Switch is capable of providing to the extent that Sprint offers such services and features in that switch, including, but not limited to, custom calling, custom local area signaling service features, and CENTREX, as well as any Technically Feasible customized routing functions provided by the Switch.

2.15.6. Sprint shall provide appropriate technical assistance to ensure compatibility between Network Elements ordered by KMC

2.16 Systems Interfaces and Information Exchanges

2 16 1 General Requirements

2 16 1 1 Sprint shall provide to KMC a real-time Electronic Interface(s) (i.e. IRES or equivalent) for transferring and receiving information and executing transactions for all business functions directly or indirectly related to Service Ordering and Provisioning of Network Elements, features, functions and Telecommunications Services

2.16.1.2. When the Sprint Electronic Interface (i.e IRES or equivalent) is unavailable, Sprint agrees that the NEAC or similar function will accept CLEC manual orders at the same price as electronic orders. Orders will be transmitted to the NEAC via an interface or method agreed upon by CLEC and Sprint.

- 2.16.1.3. Upon request, Sprint shall provide to KMC a list of all IntraLATA and InterLATA carriers available for subscriber selection on a Central Office level.
- 2.16.1.4. Upon request, Sprint shall provide to KMC a listing at the street address level of the service coverage area of each Switch CLLI.
- 2.16.2. The preordering Electronic Interface (i.e. IRES or equivalent) shall include on line access by KMC to Customer Service Records ("CSRs"). When access to CSRs is not available through the electronic interface, Sprint shall provide a faxed copy of the CSR as soon as practicable, at no additional charge.
- 2.16.3. For any KMC subscriber Sprint shall provide, subject to applicable law, rule or regulation, KMC with access to Customer Proprietary Network Information ("CPNI") without requiring KMC to produce a signed LOA, based on KMC's blanket representation that subscriber has authorized KMC to obtain such CPNI.
 - 2.16.3.1. Information shall be in an industry defined format, or as mutually agreed by the Parties. Sprint shall provide to KMC an electronic interface (i.e. IRES or equivalent) to Sprint subscriber information. Such systems will allow KMC to obtain the subscriber profile, including subscriber name, billing and service addresses, billed telephone number(s), and identification of features and services on the subscriber accounts. The preordering Electronic Interface (i.e. IRES or equivalent) includes the provisioning of CPNI from Sprint to KMC. The Parties agree to request end user CPNI only when the end user has specifically given permission to receive CPNI. The Parties agree that they will conform to FCC and/or state regulations regarding the provisioning of CPNI between the parties and the use of that information by the requesting party.
 - 2.16.3.1.1. When access to CPNI is not available through the electronic interface, Sprint shall provide a faxed copy of the CPNI as soon as practicable, at no additional charge.
 - 2.16.3.2. Each Party will maintain appropriate documentation of end user permission supporting such Party's request for CPNI in accordance with Applicable Rules.
 - 2.16.3.3. The Party disclosing CPNI may at any time require the Party requesting CPNI to provide copies of the evidence of end-user permission supporting any request for CPNI, if

and to the extent that the first Party has reason to believe, in good faith, that the other Party may have requested CPNI without appropriate end-user permission. (By way of example and not of limitation, the Parties acknowledge that such reason would exist in the case of an end-user complaint reflecting an unauthorized local service change). The Party requested to provide evidence of end-user permission will provide it to the other Party within five (5) business days of its receipt of the request

2.16 3.4. If a Party is not able to provide evidence of end-user permission for ninety-five percent (95%) of the end users, assuming a minimum of 50 applicable CPNI requests, pursuant to 2 3.2.3 3 above, the other Party may give notice to such Party that it is in breach of this Agreement. The Party so notified shall have thirty (30) days or longer as the Parties may agree to remedy the discrepancy in its procedures that resulted in the breach (or such longer period as the Parties may agree, such agreements not to be unreasonably withheld).

2 16 3 5. In the event that KMC does not remedy a discrepancy described in paragraph 2.3 2 3.5 within the period specified in that paragraph, Sprint may, subject to paragraph 2 3 2 3.9, disconnect the preordering electronic interface between the Parties. Prior to any such termination Sprint will give reasonable advance notice to KMC of its intent to terminate the interface, and will provide KMC with Sprint's manual interim systems and procedures.

2.16.3 6. In the event that Sprint has disconnected the preordering electronic interface (i.e. IRES or equivalent) to KMC pursuant to the preceding paragraph, Sprint will promptly review and accept or reject evidence provided by KMC of any remedy effected by KMC, and will promptly reconnect such preordering electronic interface upon Sprint's review and acceptance of such evidence.

2 16 3 7 If KMC and Sprint do not agree that KMC requested CPNI for a specific end user, or that Sprint has erred in not accepting proof of an LOA, the Parties may immediately request dispute resolution in accordance with Part B. Sprint will not disconnect the preordering Electronic Interface during the Dispute Resolution process.

2.16.4. Ordering and Provisioning for Resale Services

2.16.4.1. Upon KMC's request, Sprint shall provide to KMC, as soon as practicable, a list of all current service offerings by

Switch location, which are Technically Feasible and available.

- 2.16 4.2. When available per Electronic Interface Implementation Plan, Sprint shall provide to KMC a real-time Electronic Interface (i.e. IRES or equivalent) to Sprint information systems to allow KMC to assign telephone number(s) (if the subscriber does not already have a telephone number or requests a change of telephone number) at Parity.
- 2.16.4.3. When available, Sprint shall provide to KMC an Electronic Interface (i.e. IRES or equivalent) to schedule dispatch and installation appointments at Parity.
- 2.16 4 4 When available, Sprint shall provide to KMC an Electronic Interface (i.e. IRES or equivalent) to Sprint subscriber information systems which will allow KMC to determine if a service call is needed to install the line or service at Parity.
- 2.16.4.5. When available, Sprint shall provide to KMC an Electronic Interface (i.e. IRES or equivalent) to Sprint information systems which will allow KMC to provide service availability dates at Parity.
- 2.16.4.6. When available, Sprint shall provide to KMC an Electronic Interface (i.e. IRES or equivalent) which transmits status information on service orders at Parity. Until an Electronic Interface is available, Sprint agrees that Sprint will provide proactive status on service orders at the following critical intervals: acknowledgment, firm order confirmation, and completion according to interim procedures to be mutually developed.

2.16.5. Ordering and Provisioning for Unbundling [This section, MCIm, Att 8, 2.3.3]

2.16.5.1. Upon KMC's request, Sprint shall provide to KMC as soon as reasonable a listing of all technically available functionalities for Network Elements.

2.16.5.2. KMC may request engineering design and layout information for Network Elements where applicable.

2.16.5.3. When available, Sprint shall provide to KMC an electronic interface (i.e. IRES or equivalent) which will allow KMC to determine service due date intervals, schedule appointments, and adjust pending order due dates as provided to similarly-situated Sprint subscribers.

2.16.5.4. To the extent Sprint has such information, Sprint shall provide to KMC upon request, advance information of the details and requirements for planning and implementation of NPA splits at least six (6) months prior to implementation of the split.

2.16.5.5. Sprint shall provide to KMC information on charges associated with special construction. Until real-time, electronic interface (i.e. IRES or equivalent) is available, Sprint agrees that Sprint will notify KMC of any charges associated with necessary construction.

2.16.5.6. Intentionally left blank.

2.17. Standards

2.17.1. General Requirements. KMC and Sprint shall agree upon the appropriate ordering and provisioning codes to be used for UNEs. These codes shall apply to all aspects of the unbundling of that element and shall be known as data elements as defined by the Telecommunications Industry Forum Electronic Data Interchange Service Order Subcommittee (TCIF-EDI-SOSC).

- 2.18.** For service requests, the Parties will use an Access Service Request ("ASR"), or a Local Service Request ("LSR"), which ever is applicable for the service being requested. Sprint will process and complete service requests at such intervals for FOC returns in accordance with Applicable Law. Intervals for installation of Services shall be in accordance with Applicable Law. Notwithstanding the foregoing, Sprint shall not provide FOC returns or provision installations at intervals greater than what it provides for itself or third parties.

2 19. Intentionally left blank

3. BILLING AND RECORDING

This §3 describes all the requirements for each Party to bill and record all charges the other Party incurs for purchasing services under this Agreement.

- 3.1.** Procedures.

- 3.1.1.** Sprint shall comply with various industry, OBF, and other standards referred to throughout this Agreement. Sprint and KMC will review any changes to industry standards.
- 3.1.2.** Sprint shall record, where Technically Feasible, and bill in accordance with this Agreement those charges KMC incurs as a result of KMC purchasing from Sprint services as set forth in this Agreement (hereinafter "connectivity charges").
- 3.1.3.** The CABS Billing Output Specifications ("BOS") documents provide the guidelines on how to bill the connectivity charges. Sprint shall format each bill for connectivity charges (hereinafter "connectivity bill") in accordance with the CABS or SECAB standard. BOS releases shall be implemented within the industry determined implementation windows or other mutually agreed time frames.
- 3.1.4.** Sprint shall bill KMC for each service supplied by Sprint to KMC pursuant to this Agreement at the rates set forth in this Agreement
 - 3.1.4.1.** Each service purchased by KMC shall be assigned a separate and unique billing code and such code shall be provided to KMC on each connectivity bill in which charges for such services appear. Each such billing code shall enable KMC to identify the service as ordered by KMC.
 - 3.1.4.2.** Each connectivity bill shall set forth the quantity and description of each such service provided and billed to KMC. All connectivity charges billed to KMC shall indicate the state from which such charges were incurred.
- 3.1.5.** Measurement of usage based connectivity charges shall be in actual conversation seconds. The total conversation seconds per chargeable traffic types shall be totaled for the entire monthly bill cycle and then rounded to the next whole minute.
- 3.1.6** Sprint shall provide to KMC at no additional charge a single point of contact for interconnection at the National Access Service Center (NASC), and Network Elements and resale at Sprint's NEAC, to handle any Connectivity Billing questions or problems that may arise during the implementation and performance of the terms and conditions of this Agreement.
- 3.1.7** Sprint shall provide to KMC at no additional charge a single point of contact for handling of any data exchange questions or problems that may arise during the implementation and performance of the terms and conditions of this Agreement.
- 3.1.8.** Upon the request of either Party, the other Party shall provide the

requesting Party written notice of which form of the monthly connectivity bill is to be deemed the official bill to assist the Parties in resolving any conflicts that may arise between the official bill and another form of bill received via a different media which purportedly contain the same charges as are on the official bill.

3.1.9. If either Party requests an additional copy(ies) of a bill, such Party shall pay the other Party a reasonable fee per additional bill copy, unless such copy was requested due to errors, omissions, or corrections or the failure of the transmission to comply with the specifications set forth in this Agreement.

3.1.10. When sending connectivity bills via electronic transmission, to avoid transmission failures or the receipt of connectivity billing information that cannot be processed, KMC shall provide Sprint process specifications. Sprint shall comply with KMC's processing specifications when Sprint transmits connectivity billing data to KMC. KMC shall provide to Sprint notice if a connectivity billing transmission is received that does not meet KMC's specifications or that such Party cannot process. Such transmission shall be corrected and resubmitted to KMC, at Sprint's sole expense, in a form that can be processed. The payment due date for such resubmitted transmissions shall be thirty-five (35) days when interim, non-industry standard billing is employed and thirty (30) days when permanent, industry standard billing is employed from the date that the transmission is received in a form that can be processed and that meets the specifications set forth in this Part I

3.1.11. Sprint shall deliver to a location specified by KMC, billing information via Network Data Mover ("Connect.Direct"), CD-ROM or paper, as agreed to by KMC and Sprint. In the event of an emergency, system failure or other such condition which prevents Sprint from transmitting via Connect:Direct, Sprint shall notify KMC of such difficulties. Sprint shall deliver to a location specified by KMC billing information via magnetic tape or paper, as agreed to by KMC and Sprint. The Parties acknowledge that all tapes transmitted to the other Party via U.S. Mail or overnight delivery and which contain connectivity billing data shall not be returned to the sending Party.

3.1.12 Subject to the terms of this Agreement, including without limitation subsections 3.1.13 and 3.1.15 of this Part I, the Party receiving a bill shall pay the Party sending the bill within thirty (30) calendar days from the bill date, or the due date on the bill, whichever is later. If the payment due date is a Saturday, Sunday or has been designated a bank holiday payment shall be made the

next business day.

3.1.13. Billed amounts which are being investigated, queried, or for which claims have or may be filed are not due for payment until such investigations, claims or queries have been fully resolved by both KMC and Sprint.

3.1.14. The Parties will assess late payment charges equal to the lesser of 1 5% per month of the balance due or the maximum allowed by law, until the amount due including late payment charges is paid in full.

3 1 15. Billing Disputes.

~~3.1.15.1.~~ No claims, under this Agreement, shall be brought for disputed amounts more than twelve (12) months from the date of occurrence which gives rise to the dispute.

3.1.15.2. Under this §3.1.15, if any portion of an amount due to a Party (the “Billing Party”) under this Agreement is subject to a bona fide dispute between the Parties, the Party billed (the “Non-Paying Party”) shall within forty five (45) days of the invoice receipt or the identification of such billing discrepancy, give notice to the Billing Party of the amounts it disputes (“Disputed Amounts”) and include in such notice the specific details and reasons for disputing each item, including but not limited to (i) the date of the bill in question, (ii) the account number or other identification of the bill in question, such as CBA/ ESBA/ASBS or BAN (iii) any telephone number, circuit ID number or trunk number in question, (iv) any USOC (or other descriptive information) questioned, (v) the amount billed, (vi) the amount in question, and (vii) the reason that the Non-Paying Party disputes the billed amount.

3.1.15.2.1. The Non-Paying Party shall pay when due all undisputed amounts to the Billing Party.

3.1.15.2.2. Notwithstanding the foregoing, a failure to provide notice of a dispute within forty-five (45) days of the receipt of invoice shall not preclude either Party from subsequently challenging billed charges under this §3.1.15.2.

3 1.15 3 If the Parties are unable to resolve the issues related to the Disputed Amounts in the normal course of business, including appropriate management escalations, within forty-five (45) days after delivery to the Billing Party of

notice of the Disputed Amounts, each of the Parties shall appoint a designated representative who has authority to settle the dispute. The designated representatives shall meet as often as they reasonably deem necessary in order to discuss the dispute and negotiate in good faith in an effort to resolve such dispute.

3.1.15.4. If the Parties are unable to resolve the dispute within forty-five (45) days after the Parties' appointment of designated representatives pursuant to §3.6.2, then either Party may file a complaint with the Commission pursuant to Article 22 of Part B of this Agreement to resolve such issues or proceed with any other remedy pursuant to law or equity

3.1.15.5. If the Non-Paying Party disputes any charges and the dispute is resolved in favor of such Non-Paying Party, the Parties shall cooperate to ensure that all of the following actions are taken

3.1.15.5.1. the Billing Party shall credit the invoice of the Non-Paying Party for that portion of the Disputed Amounts resolved in favor of the Non-Paying Party, together with any Late Payment Charges assessed with respect thereto no later than the second Bill Due Date after the resolution of the Dispute;

3.1.15.5.2. the Non-Paying Party shall pay the Billing Party that portion of the Disputed Amounts resolved in favor of the Billing Party, together with any Late Payment Charges assessed with respect thereto no later than the second Bill Due Date after resolution of the Dispute.

3.1.16. Sprint shall credit KMC for incorrect Connectivity Billing charges including without limitation, overcharges, services ordered or requested but not delivered, interrupted services, services of poor quality and installation problems if caused by Sprint. Such reimbursements shall be set forth in the appropriate section of the Connectivity Bill pursuant to CABS, or SECAB standards.

3.1.17. If either Party fails to pay by the Bill Due Date as established under §3.1.12 of this Part I, any and all undisputed charges billed to it under this Agreement, including any Late Payment Charges or miscellaneous charges ("Unpaid Charges"), and any portion of such Unpaid Charges remain unpaid after the Bill Due Date, the Billing Party shall notify the Non-Paying Party in writing pursuant

to the timeframes and procedures identified herein that in order to avoid disruption or disconnection of the applicable Interconnection, Resale Services, Network Elements, functions, facilities, products and services furnished under this Agreement, the Non-Paying Party must remit all Unpaid Charges to the Billing Party.

3.1.17.1. With respect to Resale Services and Network Elements, Sprint will notify KMC of any Unpaid Charges that remain unpaid thirty (30) calendar days after the Bill Due Date and that KMC must remit payment within thirty (30) calendar days following receipt of Sprint's notice.

3.1.17 2. If the Non-Paying Party desires to dispute any portion of the Unpaid Charges, the Non-Paying Party shall take the following actions not later than thirty (30) calendar days following receipt of the Billing Party's notice of Unpaid Charges:

3.1.17 2 1. notify the Billing Party in writing which portion(s) of the Unpaid Charges it disputes, including the total amount disputed ("Disputed Amounts") and the specific details listed in § 3.1.15 of this Agreement, together with the reasons for its dispute; and

3 1.17 2.2. pay to the Billing Party all undisputed Unpaid Charges.

3.1.17 3. If any Unpaid Charges for Resale Services or Network Elements remain unpaid and undisputed sixty (60) calendar days past the Bill Due Date, Sprint shall notify KMC in writing that unless all Unpaid Charges for Resale Services and Network Elements are paid within thirty (30) calendar days following KMC's receipt of such notice, the Resale Services and/or Network Elements furnished to KMC under this Agreement for which Unpaid Charges are outstanding (i.e., delinquent and undisputed) may be disconnected at Sprint's option.

3.1.17.3.1. On the same day that Sprint sends the letter required by §3 1.17 3, if KMC has not satisfied unpaid, undisputed charges, Sprint will suspend acceptance of any new order and completion of any pending order (other than a disconnect order) from KMC for any Resale Service or Network Element that could be furnished under this Agreement.

3.1.17.4. Notwithstanding any other provision in this Agreement, only services with unpaid, undisputed charges may be disrupted or disconnected. Under no circumstances may services be disconnected or disrupted for non-payment of charges that are currently in dispute. Further the Parties agree that these procedures for Unpaid Charges will be invoked only after the Billing Party has confirmed the Billed Party has received an invoice for the services with a Bill Due Date established pursuant to §3.1.12 of this Part I.

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3.1.19. Intentionally left blank.

3.1.20. Intentionally left blank.

3.1.21. Intentionally left blank.

3.1.22 Sprint shall establish a switched access meet point billing arrangement with KMC. This arrangement will include tandem routed IXC calls and IXC calls routed through a line that is ported via Remote Call Forward ("RCF") or FLEX DID from Sprint to KMC. **[MCIm, Att 8, 3.1.25]**

3.1.22.1. KMC will bill for carrier common line, local switching, RIC, and its portion of the transport charges for tandem routed IXC calls. For lines that are ported from Sprint to KMC, Sprint will bill only transport charges. KMC will bill for all other applicable access charges.

3.1.22.2 The Parties will provide all necessary switched access records to each other for access billing at no charge.

3.2. Information Exchange and Interfaces Where Parties have established interconnection, Sprint and the KMC agree to conform to MECAB and MECOD guidelines. They will exchange Billing Account Reference and Bill Account Cross Reference information and will coordinate Initial Billing Company/Subsequent Billing Company billing cycles. Sprint and CLEC will exchange the appropriate records to bill exchange access charges to the IXC. Sprint and CLEC agree to capture EMI records for inward terminating and outward originating calls and send them to the other, as appropriate, in daily or other agreed upon interval, via and agreed upon media (e.g.: Connect Direct or cartridge). **[MCIm Att 8, Section 3.2 and as follows, except where noted]**

3.2.1. Sprint shall provide KMC a monthly connectivity bill that includes all connectivity charges incurred by and credits and/or adjustments due to KMC for those services ordered, established, utilized, discontinued or performed pursuant to this Agreement. Sprint shall issue Connectivity Bills on a monthly basis and the billing

cycle shall be on a calendar basis as agreed to by the Parties. Each connectivity bill provided by Sprint to KMC shall include:

[MCIm, modified so the Parties can agree to the billing cycle and content]

- 3.2.1.1 All non-usage sensitive charges incurred for the period beginning with the day after the current bill date and extending to the day before the next bill date;
 - 3.2.1.2. Any known unbilled non-usage sensitive charges for prior periods,
 - 3.2.1.3. Unbilled usage sensitive charges for the period beginning with the last bill date and extending up to, but not including, the current bill date;
 - 3.2.1.4. Any known unbilled usage sensitive charges for prior periods and
 - 3.2.1.5. Any known unbilled adjustments.
- 3.2.2. The Bill Date must be present on each bill transmitted by the Parties, and must be a valid calendar date and not more than ninety (90) days old. Bills should not be rendered for any charges which are incurred under this Agreement on or before one (1) year preceeding the bill date. However, both Parties recognize that situations exists that would necessitate billing beyond the one year limit as permitted by law. These exceptions include;
- orders by a State or Federal Commission
 - charges connected with jointly provided services were by meet point billing guidelines require either Party to rely on records provided by a third Party.
 - charges incorrectly billed due to error in or omission of customer provided data such as PLU or PIU factors or other ordering data
- 3.2.3 On each bill where "Jurisdiction" is identified, local and local toll charges shall be identified as "Local" and not as interstate, interstate/InterLATA, intrastate, or intrastate/IntraLATA. Sprint shall provide from and through dates for charges rendered on all connectivity bills.
- 3.2.4. Intentionally left blank.
- 3.2.5. Sprint and KMC shall issue all connectivity bills in accordance with the terms and conditions set forth in this Section 3. On connectivity bills that Sprint renders to KMC, BANs shall be

thirteen (13) character alpha/numeric and there shall only be one (1) BAN per LATA per connectivity type. The bill date shall be the same day, month-to-month. Each Party shall provide the other Party with at least thirty (30) calendar days written notice prior to changing, adding or deleting a BAN. The Parties shall provide one (1) connectivity billing invoice associated with each BAN. Each invoice must contain an invoice number (which will vary from month-to-month). On each bill associated with a BAN, the appropriate invoice number and the charges contained on such invoice must be reflected. All connectivity bills must be received by the other Party no later than ten (10) calendar days from bill date and at least thirty (30) calendar days prior to the payment due date (as described in this Attachment), whichever is earlier. Any connectivity bill received on a Saturday, a Sunday or a day designated as a bank holiday will be deemed received the next business day. If either Party fails to receive connectivity billing data and information within the time period specified above, the payment due date will be extended by the number of days that such receipt has been delayed. **[modified to show by connectivity type]**

- 3.2.6. Sprint shall issue all connectivity bills containing such billing data and information in accordance with the most current version of CABS/SECABS published by Telcordia, or its successor, or such later versions as are adopted by Telcordia, or its successor, as agreed to by the Parties pursuant to subsection 3.1 1 herein.
- 3.2.7. Upon implementation of the electronic interface, Sprint and KMC agree that each Party shall transmit connectivity billing information and data in the appropriate CABS or SECAB format electronically via Connect:Direct to the other Party at the location specified by such Party. The Parties shall mutually agree to the technical specifications and responsibilities for transmission. KMC will supply to Sprint its RACF ID and password before the first transmission of data via Connect:Direct. Any changes to either Party's Connect:Direct Node ID must be sent to the other Party no later than thirty (30) calendar days before the changes take effect **[modified to recognize the electronic interface is not yet implemented]**
- 3.2.8. In emergency situations, Sprint shall provide billing information in a CABS CD-ROM format which has previously been agreed to by the Parties. Notwithstanding the foregoing, either Party may request modification of these procedures from time to time **[Modified, tapes are not used]**

- 3.3 Standards. **[MCIm, Att 8, 3.3 in the following, except where noted as modified]**

- 3.3.1. Sprint shall provide notice to KMC at least ninety (90) days prior to any change in existing formats or change to a different mechanized format (*i.e.*, CABS or SECAB). Sprint shall send to KMC connectivity bill data in the appropriate mechanized format for testing to ensure that the bills can be processed and that the bills comply with the requirements of this Attachment at least thirty (30) days prior to such change. Sprint agrees that it shall not send to KMC bill data in the new mechanized format until such bill data has met the testing specifications as set forth in this subsection.
- 3.3.2. During the testing period, Sprint shall transmit to KMC connectivity billing data and information via paper or tape as specified by KMC. Test tapes shall be sent to a KMC-specified location.
- 3.3.3. Sprint agrees that if it transmits data to KMC in a mechanized format, Sprint shall also comply with the following specifications which are not contained in CABS or SECAB guidelines but which are necessary for KMC to process connectivity billing information and data:
 - 3.3.4 The bill date shall not contain spaces or non-numeric values.
 - 3.3.4.1. Each connectivity bill must contain at least one (1) detail record.
 - 3.3.4.2. Any “from” date should be less than the associated “thru” date and neither date can contain spaces.
 - 3.3.4.3 The invoice number must not have embedded spaces or low values.
- 3.3.5. Sprint agrees that in order to ensure the proper performance and integrity of the entire connectivity billing process, Sprint shall be responsible and accountable for transmitting to KMC an accurate and current bill. Sprint agrees to work with KMC to identify and implement control mechanisms and procedures to render a bill that accurately reflects the services ordered and used by KMC.
- 3.4 Revenue Protection Sprint shall make available to KMC, at Parity with what Sprint provides to itself, its Affiliates and other local telecommunications CLECs, all present and future fraud prevention or revenue protection features, including prevention, detection, or control functionality embedded within any of the Network Elements. These features include, but are not limited to screening codes, information digits assigned such as information digits ‘29’ and ‘70’ which indicate prison and COCOT pay phone originating line types respectively, call blocking of domestic, international, 800, 888, 900, NPA-976, 700, 500 and specific

line numbers, and the capability to require end-user entry of an authorization code for dial tone. Sprint shall, when technically capable and consistent with the implementation schedule for Operations Support Systems (OSS), additionally provide partitioned access to fraud prevention, detection and control functionality within pertinent OSS, which include, but are not limited to, line information data base fraud monitoring systems, high toll notifiers, SS7 suspect traffic alerts, AMA suspect traffic alerts, *etc.* Uncollectible or unbillable revenues resulting from, but not confined to provisioning, maintenance, or signal network routing errors shall be the responsibility of the Party causing such error. **[MCIm; Att 8; 3.4.1]**

3.5. Sprint shall offer rates to KMC in a non-discriminatory manner in accordance with Part B, §§ 2, 13 and 23. Sprint must be able to bill any contracted rate in the Agreement within sixty (60) days, or two (2) bill cycles, of the rate change, Agreement or amended Agreement, with true-up completed within ninety (90) calendar days following the effective date of such rate change, Agreement or amended Agreement. If system changes are required to implement the new rates, the Parties agree to negotiate a mutually agreeable timeframe for the changes to be implemented. As part of that negotiation and prior to the change taking place, the Parties will agree upon a true-up timeframe, unless otherwise ordered by a State or Federal Commission.

3 6. Intentionally left blank.

4. PROVISION OF SUBSCRIBER USAGE DATA

4.1. This § 4 sets forth the terms and conditions for Sprint's provision of Recorded Usage Data (as defined in this Part I) to KMC and for information exchange regarding long distance billing. The parties agree to record call information for interconnection in accordance with this § 4. To the extent technically feasible, each party shall record all call detail information associated with completed calls originated by or terminated to the other Party's local exchange subscriber. Sprint shall record for KMC the messages that Sprint records for and bills to its end users. These records shall be provided at a party's request and shall be formatted pursuant to Telcordia's EMI standards and the terms and conditions of this Agreement. These records shall be transmitted to the other party on non-holiday business days in EMI format via CDN, or provided on a cartridge or CD. Sprint and CLEC agree that they shall retain, at each party's sole expense, copies of all EMI records transmitted to the other party for at least forty-five (45) calendar days after transmission to the other party.

4.2 General Procedures

4 2 1 Sprint shall comply with various industry and OBF standards referred to throughout this Agreement.

- 4.2.2. Sprint shall comply with OBF standards when recording and transmitting Usage Data.
- 4 2 3. Sprint shall record all usage originating from KMC subscribers using resold services ordered by KMC, where Sprint records those same services for Sprint subscribers. Recorded Usage Data includes, but is not limited to, the following categories of information:
 - 4.2.3.1. Completed calls.
 - 4.2 3.2. Use of CLASS/LASS/Custom Features.
 - 4.2.3.3. Calls to Information Providers (IP) reached via Sprint facilities will be provided in accordance with §4.2 7
 - 4.2.3.4. Calls to Directory Assistance where Sprint provides such service to a KMC subscriber.
 - 4.2.3.5. Calls completed via Sprint-provided Operator Services where Sprint provides such service to KMC's local service subscriber and where Sprint records such usage for its subscribers using Industry Standard Telcordia EMI billing records.
 - 4 2.3.6. For Sprint-provided Centrex Service, station level detail which shall include complete call detail and complete timing information.
 - 4.2.3.7 Intentionally left blank
- 4.2.4. Retention of Records. Sprint shall maintain a machine readable back-up copy of the message detail provided to KMC for a minimum of forty-five (45) calendar days. During the forty-five (45) day period, Sprint shall provide any data back-up to KMC upon the request of KMC. If the forty-five (45) day has expired, Sprint may provide the data back-up at KMC's expense.
- 4 2 5. Sprint shall provide to KMC Recorded Usage Data for KMC subscribers. Sprint shall not submit other CLEC local usage data as part of the KMC Recorded Usage Data

- 4.2.6 Sprint shall not bill directly to KMC subscribers any recurring or non-recurring charges for KMC's services to the subscriber except where explicitly permitted to do so within a written agreement between Sprint and KMC.
 - 4.2.7. Billing of 900 service calls shall be determined by the Implementation Team as described in Part B Section 32.
 - 4.2.8. Sprint shall provide Recorded Usage Data to KMC billing locations as designated by KMC.
 - 4.2.9. Sprint shall provide a single point of contact to respond to KMC call usage, data error, and record transmission inquiries.
 - 4.2.10. Sprint shall provide KMC with a single point of contact and remote identifiers (IDs) for each sending location.
 - 4.2.11. KMC shall provide a single point of contact responsible for receiving usage transmitted by Sprint and receiving usage tapes from a courier service in the event of a facility outage.
 - 4.2.12 When KMC utilizes Sprint's local switching services and needs subscriber usage data in order to bill its end-users, Sprint shall bill and KMC shall pay the charges for Recorded Usage Data. Billing and payment shall be in accordance with the applicable terms and conditions set forth in this Agreement
- 4.3. Charges
- 4.3.1. Access services, including revenues associated therewith, provided in connection with the resale of services hereunder shall be the responsibility of Sprint and Sprint shall directly bill and receive payment on its own behalf from an IXC for access related to interexchange calls generated by resold or rebranded customers.
 - 4.3.2. Sprint will be responsible for returning EMI records to IXCs with the proper EMI Return Code along with the Operating Company Number (OCN) of the associated ANI, (i.e., Billing Number).
 - 4.3.3. Sprint will deliver a monthly statement for wholesale services in the medium (e.g.: NDM, paper, cartridge or CD-ROM) requested by KMC as follows:
 - 4.3.3.1 Invoices will be provided in a standard Carrier Access Billing format or other such format as Sprint may determine,
 - 4.3.3.2. Where local usage charges apply and message detail is created to support available services, the originating local usage at the call detail level in standard EMI industry

format will be exchanged daily or at other mutually agreed upon intervals, and KMC will pay Sprint for providing such call detail at the rates contained in Table One of this Agreement;

4.3.3.3. The Parties will work cooperatively to exchange information to facilitate the billing of in and out collect and inter/intra-region alternately billed messages;

4.3.3.4. Sprint agrees to provide information on the end-user's selection of special features where Sprint maintains such information (e.g.: billing method, special language) when KMC places the order for service;

4.3.3.5. Monthly non-usage sensitive recurring charges for Telecommunications Services sold pursuant to this Agreement shall be billed monthly in advance.

4.3.3.6. Neither Party shall bill for recording or rating usage data. The Parties shall bill each other for data transmission and/or tape charges using tariff rates, if any, or at the rates contained in Table One of this Agreement. Each Party shall also bill for additional copies of the monthly invoices.

4.4 For billing purposes, and except as otherwise specifically agreed to in writing, the Telecommunications Services provided hereunder are furnished for a minimum term of one month. Each month is presumed to have thirty (30) days. Central Clearinghouse & Settlement

4.4.1. Sprint and KMC shall agree upon Clearinghouse and Incollect/Outcollect procedures.

4.4.2. Sprint shall settle with KMC for both intra-region and inter-region billing exchanges of calling card, bill-to-third party, and collect calls under separately negotiated settlement arrangements.

4.5. Lost Data

4.5.1. Loss of Recorded Usage Data. KMC Recorded Usage Data determined to have been lost, damaged or destroyed as a result of an error or omission by Sprint in its performance of the recording function shall be recovered by Sprint at no charge to KMC. In the event the data cannot be recovered by Sprint, Sprint shall estimate the messages and associated revenue, with assistance from KMC, based upon the method described below. This method shall be applied on a consistent basis, subject to modifications agreed to by Sprint and KMC. This estimate shall be used to adjust amounts KMC owes Sprint for services Sprint provides in conjunction with the provision of Recorded Usage Data.

- 4.5.2. Partial Loss. Sprint shall review its daily controls to determine if data has been lost. When there has been a partial loss, actual message and minute volumes shall be reported, if possible through recovery as discussed in §4.5.1 above. Where actual data are not available, a full day shall be estimated for the recording entity, as outlined in the following paragraphs. The amount of the partial loss is then determined by subtracting the data actually recorded for such day from the estimated total for such day.
- 4.5.3. Complete Loss. When Sprint is unable to recover data as discussed in §4.5.1 above estimated message and minute volumes for each loss consisting of an entire AMA tape or entire data volume due to its loss prior to or during processing, lost after receipt, degaussed before processing, receipt of a blank or unreadable tape, or lost for other causes, shall be reported
- 4 5.4 Estimated Volumes. From message and minute volume reports for the entity experiencing the loss, Sprint shall secure message/minute counts for the four (4) corresponding days of the weeks preceding that in which the loss occurred and compute an average of these volumes. Sprint shall apply the appropriate average revenue per message ("arpm") agreed to by KMC and Sprint to the estimated message volume for messages for which usage charges apply to KMC's subscriber to arrive at the estimated lost revenue.
- 4 5.5 If the day of loss is not a holiday but one (1) (or more) of the preceding corresponding days is a holiday, use additional preceding weeks in order to procure volumes for two (2) non-holidays in the previous two (2) weeks that correspond to the day of the week that is the day of the loss
- 4 5.6. If the loss occurs on a weekday that is a holiday (except Christmas and Mother's day), Sprint shall use volumes from the two (2) preceding Sundays.
- 4 5 7 If the loss occurs on Mother's day or Christmas day, Sprint shall use volumes from that day in the preceding year multiplied by a growth factor derived from an average of KMC's most recent three (3) month message volume growth. If a previous year's message volumes are not available, a settlement shall be negotiated.
- 4.5.8. KMC may also request data be provided that has previously been successfully provided by Sprint to KMC. Sprint shall re-provide such data, if available, at KMC's expense in accordance with the rates in Table One of this Agreement.
- 4.6. Testing, Changes and Controls

- 4.6.1. The Recorded Usage Data, EMI format, content, and transmission process shall be tested as agreed upon by KMC and Sprint pursuant to the Implementation Plan as described in PART B.
- 4.6.2. Control procedures for all usage transferred between Sprint and KMC shall be available for periodic review. This review may be included as part of an Audit of Sprint by KMC or as part of the normal production interface management function. Breakdowns which impact the flow of usage between Sprint and KMC must be identified and jointly resolved as they occur. The resolution may include changes to control procedures, so similar problems would be avoided in the future. Any changes to control procedures would need to be mutually agreed upon by KMC and Sprint.

4.6 3 Sprint Software Changes

4.6 3 1. When Sprint plans to introduce any software changes which impact the format or content structure of the usage data feed to KMC, designated Sprint personnel shall notify CLEC no less than ninety (90) calendar days before such changes are implemented.

4.6.3.2 Sprint shall communicate the projected changes to KMC's single point of contact so that potential impacts on KMC processing can be determined.

4.6.3.3. KMC personnel shall review the impact of the change on the entire control structure. KMC shall negotiate any perceived problems with Sprint and shall arrange to have the data tested utilizing the modified software if required

4.6.3.4. If it is necessary for Sprint to request changes in the schedule, content or format of usage data transmitted to KMC, Sprint shall notify KMC.

4.6.4. KMC Requested Changes:

4.6.4.1. KMC may negotiate changes in the schedule, content, format of the usage data transmitted from Sprint

4 6.4 2. When the negotiated changes are to be implemented, KMC and/or Sprint shall arrange for testing of the modified data in a post conversion test plan designed to encompass all types of changes to the usage data transferred by Sprint to KMC and the methods of transmission for that data.

4 6.5. Intentionally left blank

4 6 6. Intentionally left blank

4 6.7. Intentionally left blank.

4.6 8 **Intentionally left blank.**

4.7. Information Exchange and Interfaces

4.7 1. Core Billing Information [MCIm, Att 8, 4.2.1]

4.7.1.1. Recorded Usage Data all IntraLATA toll and local usage. Sprint shall transmit to KMC unrated EMR records associated with all IntraLATA toll and local usage which it records on KMC's behalf, where in the case of resale Sprint records and bills such usage for itself, with the exception of

"976", "N11" and alternate -billed service. Any category, group and/or record types approved in the future for Sprint shall be included if they fall within the definition of local service resale. KMC shall be given notification thirty (30) days prior to implementation of a new type, category and/or record.

4.7.1.2. KMC and Sprint shall agree upon the types of rated EMR records that Sprint shall send to KMC.

4.7.1.3. Data Delivery Schedules. Data shall be delivered to KMC by Sprint daily (Monday through Friday), unless otherwise negotiated, based on Sprint's operational processes. KMC and/or Sprint data center holidays are excluded. Sprint and KMC shall exchange schedules of designated data center holidays

4.7.2. Product/Service Specific. Sprint shall provide a Telcordia standard 42-50-01 miscellaneous charge record to support the Special Features Star Services if these features are part of Sprint's offering and are provided for Sprint's subscribers on a per usage basis.

4.7.3. Emergency Information

4.7.3.1. Intentionally left blank.

4.7.3.2. Sprint shall comply with the most current industry standards when emergency data is transported to KMC on tape or cartridge via a courier. The data shall be in variable block.

4.7.4. Rejected Recorded Usage Data

4.7.4.1. Upon agreement between KMC and Sprint, messages that cannot be rated and/or billed by KMC may be returned to Sprint via CDN or other medium as agreed by the Parties. Returned messages shall be sent directly to Sprint in their original EMI format utilizing standard EMI return codes.

4.7.4.2. Sprint must return EMR/EMI records to IXC's with the OBF standard message reject code which indicates that Sprint no longer serves the end user and which includes the OCN/Local Service Provider ID of the new LEC/Reseller serving the end user.

4.7.4.3. Sprint may correct and resubmit to CLEC any messages returned to Sprint. Sprint will not be liable for any records

determined by Sprint to be billable to a CLEC end user. CLEC will not return a message that has been corrected and resubmitted by Sprint, unless it is resubmitted in error. Sprint will only assume liability for errors and unguideables caused by Sprint.

4.7.4.4. Rejected messages or invoices shall be returned to KMC in accordance with procedures and time frames already established between Sprint and KMC.

4.7.5. Interfaces

4.7.5.1. When available, Sprint shall transmit formatted Recorded Usage Data to KMC via Connect:Direct as designated by KMC.

4.7.5.2. KMC shall notify Sprint of resend requirements if a pack or entire data set must be replaced due to pack rejection, damage in transit, data set name failure, *etc.*

4.7.5.3. Critical edit failure on the pack header or pack trailer records shall result in pack rejection (*e.g.*, detail record count not equal to grand total included in the pack trailer). Notification of pack rejection shall be made by KMC within one (1) business day of processing. Rejected packs shall be corrected by Sprint and retransmitted to KMC within twenty-four (24) hours or within an alternate time frame negotiated on a case-by-case basis

4.7.5.4. A pack shall conform with the approved OBF standards.

4.7.6. Formats and Characteristics [MCIm, Att 8, 4.2.6]

4.7.6.1. Intentionally left blank.

4.7.6.2. Intentionally left blank.

4.7.6.2.1 Intentionally left blank.

4.7.6.3 Sprint shall comply with the most current version of Telcordia standard practice guidelines for formatting EMI records

4.7.6.4. Intentionally left blank.

4.7.6.5. Intentionally left blank.

4.7.6.6. Intentionally left blank.

4.7.6.7. Intentionally left blank.

4.7.7. Controls [MCIm, Att 8, 4.2.7] **Sprint, status of conversion**

4.7.7.1. KMC and Sprint shall jointly test and certify the Connect:Direct interface to ensure the accurate transmission and receipt of Recorded Usage Data.

4.7.7.2. Sprint shall implement the industry standard header and trailer records **[modified from MCIm]**

4.7.7.3 Intentionally left blank.

4.7.7.4. Intentionally left blank.

4.7.7.5 Intentionally left blank.

4.7.7.6. Intentionally left blank.

4.7.7.7. Sprint agrees to provide KMC information on a subscriber's selection of billing method, special language billing, and other billing options at Parity with information maintained for Sprint subscribers.

4.7.7.8. Intentionally left blank

4.8. Intentionally left blank..

5. GENERAL NETWORK AND MAINTENANCE REQUIREMENTS [SOME KMC INTERNAL REVIEW CONTINUING]

5.1. Sprint shall provide repair, maintenance, testing and surveillance for all Telecommunications Services and unbundled Network Elements and combinations in accordance with the terms and conditions of this Agreement.

5.2. During the term of this Agreement, Sprint shall provide necessary maintenance business process support as well as those technical and systems interfaces at Parity

5.3 Sprint shall provide, initially on a regional basis, and subsequently on a national basis, a Single Point of Contact ("SPOC") for KMC to report

telephone maintenance issues and trouble reports twenty four (24) hours and seven (7) days a week.

- 5.4. Sprint shall provide KMC its maintenance dispatch personnel on the same schedule that it provides its own subscribers.
- 5.5. KMC shall handle all interaction with KMC subscribers including all calls regarding service problems, scheduling of technician visits, and notifying the subscriber of trouble status and resolution, except any interactions required by on-site technicians.
- 5.6 Sprint shall cooperate with KMC to meet maintenance standards for all Telecommunications Services and unbundled network elements ordered under this Agreement. Such maintenance standards shall include, without limitation, standards for testing, network management, call gapping, and notification of upgrades as they become available.
- 5.7. All Sprint employees or contractors who perform repair service for KMC subscribers shall follow Sprint standard procedures in all their communications with KMC subscribers. At a minimum these procedures and protocols shall ensure that:
 - 5.7.1. Sprint employees or contractors shall perform repair service that is equal in quality to that provided to Sprint subscribers; and
 - 5.7.2. Trouble calls from KMC shall receive response time priority that is equal to that of Sprint subscribers and shall be handled on a "first come first served" basis regardless of whether the subscriber is a KMC subscriber or a Sprint subscriber.
- 5.8. Sprint shall provide CLEC with scheduled maintenance, including, without limitation, required and recommended maintenance intervals and procedures, for all Telecommunications Services, Network Elements and combinations provided to KMC under this Agreement equal in quality to that currently provided by Sprint in the maintenance of its own network
 - 5.8.1. Sprint shall provide the maximum possible advance notice of any scheduled maintenance activity which may impact KMC's subscribers including a list of all services, elements, features, functions, and capabilities which may be impacted by Sprint maintenance activities.
 - 5.8.2. Plans for scheduled maintenance shall include, at a minimum, the following information location and type of facilities, specific work to be performed, date and time work is scheduled to commence, date and time work is scheduled to be completed.
- 5.9. Sprint shall notify KMC of all non-scheduled maintenance or other planned network activities to be performed by Sprint on any network element, including any hardware, equipment, software, or system,

providing service functionality which may potentially impact KMC subscribers.

- 5.9.1. Sprint shall provide the maximum advance notice of such non-scheduled maintenance and other planned network activities possible, under the circumstances
- 5.9.2. Sprint shall provide emergency maintenance as promptly as possible to maintain or restore service and shall advise KMC promptly of any such actions it takes.
- 5.10. Notice of Network Event. Each party has the duty to alert the other of any network events that can result or have resulted in service interruption, blocked calls, or negative changes in network performance. Such notice will include the existence, location, and source of any emergency network outage potentially affecting the other Party and establishment of a single point of contact responsible for initiating and coordinating the restoration of all services.
- 5.11 Sprint shall provide KMC a detailed description of any and all emergency restoration plans and disaster recovery plans which are in place during the term of this Agreement.
- 5.12 On all misdirected calls from KMC subscribers requesting repair, Sprint shall provide such KMC subscriber with the correct KMC repair telephone number as such number is provided to Sprint by KMC. Once the Electronic Interface is established between Sprint and KMC, Sprint agrees that KMC may report troubles directly to a single Sprint repair/maintenance center for both residential and small business subscribers, unless otherwise agreed to by KMC.
- 5.13 Sprint shall inform KMC of repair completion and trouble reason as soon as practicable, with the objective of making the information available within ten (10) minutes after restoration of Network Elements, or Combinations, and any other trouble reports by KMC.
- 5.14. Intentionally left blank.
- 5 15. Dispatching of Sprint technicians to KMC subscriber premises shall be accomplished by Sprint pursuant to a request received from KMC. KMC shall be able to schedule maintenance appointments in half-day intervals KMC will have the capability to electronically review trouble reports, analyze and sectionalize the trouble, determine whether it is necessary to dispatch a service technician to the subscriber's premises, and verify any actual work completed on the subscriber's premises.
- 5.16. Sprint shall supply KMC with a unique number to identify each KMC initial trouble report opened.
- 5 17 Sprint shall flag a trouble report as a repeat trouble if a prior trouble report

was closed without repairs being performed to the subscriber's satisfaction. For repeat trouble reports, KMC shall have the ability to escalate repair service requests.

- 5.18 Upon establishment of an Electronic Interface, Sprint shall notify KMC via such electronic interface upon completion of trouble report. The report shall not be considered closed until such notification is made. Until an electronic interface or other system is established, Sprint shall notify KMC via fax notification or other method as the Parties may agree, which shall be acknowledged by KMC. KMC will contact its subscriber to determine if repairs were completed and confirm the trouble no longer exists prior to closure
- 5.19. Sprint shall perform all testing for resold Telecommunications Services.
- 5.20. Sprint shall provide test results to CLEC, if appropriate, for trouble clearance. In all instances, Sprint shall provide CLEC with the disposition of the trouble.
- 5.21. If Sprint initiates trouble handling procedures, it will bear all costs associated with that activity. If CLEC requests the trouble dispatch, and either there is no trouble found, or the trouble is determined to be beyond the end user demarcation point, then CLEC will bear the cost.
- 5.22. Intentionally left blank,

5 23. Systems Interfaces and Information Exchanges

5.23.1. The Parties agree to work cooperatively to establish real-time electronic interfaces by KMC to Sprint's maintenance systems and databases for trouble management and reporting

5.23.1.1. Intentionally left blank.

5.23.1.2. Intentionally left blank.

5.23.1.3. Intentionally left blank.

5.23.2. In instances where the electronic gateway is unavailable, Sprint agrees that KMC may report troubles directly to the Sprint repair/maintenance center for residential or business subscribers, unless otherwise agreed to by KMC..

5.23.3. If systems interfaces are temporarily out of service or not yet in place, Sprint shall provide to KMC the ability to obtain the status on open maintenance trouble reports via telephone or by another interface as mutually agreed by the Parties. Sprint agrees to provide the status of residence and small business trouble reports upon KMC's request.

5.23.4. Intentionally left blank.

5.23.5. Sprint agrees to advise KMC of any Central Office failure that is known at the time of any inquiry or trouble report.

5.23.6. Sprint agrees to provide a repair commit time on all residences and small business trouble reports.

5.24. Standards

5 24 1. Intentionally left blank.

5.24.1.1. Intentionally left blank.

5 24.1 2 If additional work is required, Sprint employees or contractors shall call KMC so that KMC can schedule a new appointment with Sprint and subscriber at Parity with the process Sprint uses for its own subscribers.

5 25. Sprint shall provide repair service at Parity with Sprint's provision of repair service to its own subscribers.

5.25 1 Intentionally left blank

6. MISCELLANEOUS SERVICES AND FUNCTIONS

6.1. General

- 6.1.1. To the extent that Sprint does not provide the services described in this Section 6 to itself, Sprint will use reasonable efforts to facilitate the acquisition of such services for or by KMC through the existing service provider. KMC will contract directly with the service provider for such services.

6.2 General Requirements.

6.2.1 Basic 911 and E911 General Requirements

- 6.2.1.1. Tandem Switching shall provide interconnection to the E911 PSAP where the underlying Tandem is acting as the E911 Tandem.
- 6.2.1.2. Basic 911 and E911 provides a caller access to the appropriate emergency service bureau by dialing a 3-digit universal telephone number (911). Basic 911 and E911 access from Local Switching shall be provided to KMC in accordance with the following:
- 6.2.1.3. E911 shall provide additional routing flexibility for 911 calls. E911 shall use subscriber data, contained in the Automatic Location Identification/ Data Management System ("ALI/DMS"), to determine to which Public Safety Answering Point ("PSAP") to route the call.
- 6.2.1.4. If available, Sprint shall offer a third type of 911 Service, S911. All requirements for E911 also apply to S911 with the exception of the type of signaling used on the interconnection trunks from the local Switch to the S911 tandem.

- 6.2.1.5. Basic 911 and E911 functions provided to KMC shall be at least at Parity with the support and services that Sprint provides to its subscribers for such similar functionality.
- 6.2.1.6. Basic 911 and E911 access when KMC purchases Local Switching shall be provided to CLEC in accordance with the following:
 - 6.2.1.6.1. Sprint shall conform to all state regulations concerning emergency services.
 - 6.2.1.6.2. For E911, Sprint shall use its service order process to update and maintain subscriber information in the ALI/DMS. Through this process, Sprint shall provide and validate KMC subscriber information resident or entered into the ALI/DMS
- 6.2.1.7. Sprint shall provide for overflow 911 traffic to be routed to Sprint Operator Services or, at KMC's discretion, directly to KMC operator services.
- 6.2.1.8. Basic 911 and E911 access from the KMC local switch shall be provided to KMC in accordance with the following:
 - 6.2.1.8.1. If required by KMC, Sprint, at KMC's sole expense, shall interconnect direct trunks from the KMC network to the E911 PSAP, or the E911 Tandems as designated by KMC. Such trunks may alternatively be provided by KMC.
 - 6.2.1.8.2. In government jurisdictions where Sprint has obligations under existing agreements as the primary provider of the 911 System to the county (Host SPRINT), KMC shall participate in the provision of the 911 System as follows:
 - 6.2.1.8.2.1. Each party shall be responsible for those portions of the 911 System for which it has control, including any necessary maintenance to each party's portion of the 911 System.
 - 6.2.1.8.2.2. Host SPRINT shall be responsible for maintaining the E-911 database. Sprint shall be responsible for maintaining the E-911 routing database.

6.2.1.8.3. If a third party is the primary service provider to a government agency, KMC shall negotiate separately with such third party with regard to the provision of 911 service to the agency. All relations between such third party and KMC are totally separate from this Agreement and Sprint makes no representations on behalf of the third party.

6.2.1.8.4. If KMC or its Affiliate is the primary service provider to a government agency, KMC and Sprint shall negotiate the specific provisions necessary for providing 911 service to the agency and shall include such provisions in an amendment to this Agreement.

6.2.1.8.5. Interconnection and database access shall be priced as specified in Table One. [MCIm, Att 8, 6.2.1.7.5]

6.2.1.8.6. Sprint shall comply with established, competitively neutral intervals for installation of facilities, including any collocation facilities, diversity requirements, etc.

6.2.1.8.7. In a resale situation, where it may be appropriate for Sprint to update the ALI database, Sprint shall update such database with KMC data in an interval at Parity with that experienced by Sprint subscribers.

6.2.1.9. Upon request from KMC for new interconnection cities, Sprint shall provide to KMC, no later than five (5) days after the Effective Date of this Agreement, the emergency public agency (e.g., police, fire, rescue, poison, and bomb) telephone numbers linked to all NPA NXXs for the states in which they provide service.

6.2.1.10. Sprint shall transmit to KMC daily all changes, alterations, modifications, and updates to the emergency public agency telephone numbers linked to all NPA NXX's. This transmission shall be electronic and be a separate feed from the subscriber listing feed.

6.2.1.11. Sprint shall provide to KMC the necessary UNEs for KMC to provide E911/911 services to government agencies. If such elements are not available from Sprint,

Sprint shall offer E911/911 service for resale by KMC to government agencies.

6.2.1.12. The following are Basic 911 and E911 Database Requirements

6.2.1.12.1. The ALI database shall be managed by Sprint, but is the property of Sprint and KMC for those records provided by KMC.

6.2.1.12.2 To the extent allowed by the governmental agency, and where available, copies of the SIG shall be provided within three (3) business days from the time requested and provided on diskette, or in a format suitable for use with desktop computers.

6.2.1.12.3 KMC shall be solely responsible for providing KMC database records to Sprint for inclusion in Sprint's ALI database on a timely basis.

6.2.1.12.4. Sprint and KMC shall arrange for the automated input and periodic updating of the E911 database information related to KMC end users. Sprint shall work cooperatively with KMC to ensure the accuracy of the data transfer by verifying it against the SIG. Sprint shall accept electronically transmitted files that conform to NENA Version #2 format

6.2.1.12.5 KMC shall assign an E911 database coordinator charged with the responsibility of forwarding KMC end user ALI record information to Sprint or via a third-party entity, charged with the responsibility of ALI record transfer. KMC assumes all responsibility for the accuracy of the data that KMC provides to Sprint.

6.2.1.12.6. KMC shall provide information on new subscribers to Sprint within one (1) business day of the order completion. Sprint shall update the database within two (2) business days of receiving the data from KMC. If Sprint detects an error in the KMC provided data, the data shall be returned to KMC within two (2) business days from when it was provided to Sprint. KMC shall respond to requests from Sprint to make corrections to

database record errors by uploading corrected records within two (2) business days. Manual entry shall be allowed only in the event that the system is not functioning properly.

6.2.1.12.7. Sprint agrees to treat all data on KMC subscribers provided under this Agreement as confidential and to use data on KMC subscribers only for the purpose of providing E911 services.

6.2.1.12.8. Sprint shall adopt use of a KMC Code (NENA standard five-character field) on all ALI records received from KMC. The KMC Code will be used to identify the KMC of record in LNP/INP configurations.

6.2.1.12.9. Sprint shall identify which ALI databases cover which states, counties or parts thereof, and identify and communicate a Point of Contact for each.

6.2.1.13 The following are basic 911 and E911 Network Requirements

6.2.1.13.1. Sprint, at KMC's option, shall provide a minimum of two (2) E911 trunks per 911 switching entity, or that quantity which will maintain P.01 transmission grade of service, whichever is the higher grade of service. Where applicable these trunks will be dedicated to routing 911 calls from KMC's switch to a Sprint selective router

6.2.1.13.2 Sprint shall provide the selective routing of E911 calls received from KMC's switching office. This includes the ability to receive the ANI of KMC's subscriber, selectively route the call to the appropriate PSAP, and forward the subscriber's ANI to the PSAP. Sprint shall provide KMC with the appropriate CLLI codes and specifications regarding the Tandem serving area associated addresses and meet-points in the network.

6.2.1.13.3. Sprint will provide to KMC selective router location information necessary to set up its network to route E911 callers to the correct selective router.

6.2.1 13.4 KMC shall ensure that its switch provides an eight-digit ANI consisting of an information digit and the seven-digit exchange code. KMC shall also ensure that its switch provides the line number of the calling station. Where applicable, KMC shall send a ten-digit ANI to Sprint when there is an ANI failure the CLEC shall send the Central Office Trunk Group number in the Emergency Service Central Office (ESCO) format.

6.2 1 13.5 Each ALI discrepancy report shall be jointly researched by Sprint and KMC. Corrective action shall be taken immediately by the responsible party

6.2.1.13.6 Where Sprint controls the 911 network, Sprint should provide KMC with a detailed written description of, but not limited to, the following information:

6.2.1.13.6.1. Geographic boundaries of the government entities, PSAPs, and exchanges as necessary.

6 2 1.13.6.2. LECs rate centers/exchanges, where "Rate Center" is defined as a geographically specified area used for determining mileage dependent rates in the Public Switched Telephone Network.

6.2.1 13.6.3. Technical specifications for network interface, Technical specifications for database loading and maintenance.

6.2.1.13 7. Sprint shall identify special routing arrangements to complete overflow.

6.2.1.13.8. Sprint shall begin restoration of E911 and/or E911 trunking facilities immediately upon notification of failure or outage. Sprint must provide priority restoration of trunks or networks outages on the same terms/conditions it provides itself and without the imposition of Telecommunications Service Priority (TSP)

6.2 1.13 9. Repair service shall begin immediately upon receipt of a report of a malfunction. Repair service

includes testing and diagnostic service from a remote location, dispatch of or in-person visit(s) of personnel. Technicians will be dispatched without delay.

6.2.1.13.10. Sprint shall identify any special operator-assisted calling requirements to support 911.

6.2.1.13.11. Trunking shall be arranged to minimize the likelihood of central office isolation due to cable cuts or other equipment failures. There will be an alternate means of transmitting a 911 call to a PSAP in the event of failures.

6.2.1.13.12. Circuits shall have interoffice, loop and CLEC system diversity when such diversity can be achieved using existing facilities. Circuits will be divided as equally as possible across available CLEC systems. Diversity will be maintained or upgraded to utilize the highest level of diversity available in the network.

6.2.1.13.13. All 911 trunks must be capable of transmitting and receiving Baudot code or ASCII necessary to support the use of Telecommunications Devices for the Deaf (TTY/TDDs).

6.2.1.14. Basic 911 and E911 Additional Requirements

6.2.1.14.1. All KMC lines that have been ported via INP shall reach the correct PSAP when 911 is dialed. Sprint shall send both the ported number and the KMC number (if both are received from KMC). The PSAP attendant shall see both numbers where the PSAP is using a standard ALI display screen and the PSAP extracts both numbers from the data that is sent.

6.2.1.14.2. Sprint shall work with the appropriate government agency to provide KMC the ten-digit POTS number of each PSAP which sub-tends each Sprint selective router/911 Tandem to which KMC is interconnected.

6.2.1.14.3. Sprint shall notify KMC 48 hours in advance of any scheduled testing or maintenance

affecting KMC 911 service, and provide notification as soon as possible of any unscheduled outage affecting KMC 911 service.

6.2.1.14.4. KMC shall be responsible for reporting all errors, defects and malfunctions to Sprint. Sprint shall provide KMC with the point of contact for reporting errors, defects, and malfunctions in the service and shall also provide escalation contacts.

6.2.1.14.5. KMC may enter into subcontracts with third parties, including KMC Affiliates, for the performance of any of KMC's duties and obligations stated herein.

6.2.1.14.6. Sprint shall provide sufficient planning information regarding anticipated moves to SS7 signaling, for 911 services, for the next twelve (12) months.

6.2.1.14.7. Sprint shall provide notification of any impacts to the 911 services provided by Sprint to CLEC resulting from any pending Tandem moves, NPA splits, or scheduled maintenance outages, with enough time to react.

6.2.1.14.8. Sprint shall identify process for handling of "reverse ALI" inquiries by public safety entities.

6.2.1.14.9. Sprint shall establish a process for the management of NPA splits by populating the ALI database with the appropriate new NPA codes.

6.2.1.14.10. Sprint must provide the ability for KMC to update the 911 data base with end user information for lines that have been ported via INP or NP.

6.2.2. Intentionally left blank

6.2.2.1. Intentionally left blank

6.2.2.1.1 Intentionally left blank

6.2.2.1.2 Intentionally left blank.

6.2.2.1.3. Intentionally left blank

6.2.2 1.4. Intentionally left blank

6.2.2.1.4.1. Intentionally left blank..

6.2 3 Intentionally left blank.

6.2 4 Directory Listings Service Requests

6.2.4.1. These requirements pertain to Sprint's Listings Service Request process that enables KMC to (a) submit KMC subscriber information for inclusion in Directory Listings databases; (b) submit KMC subscriber information for inclusion in published directories; and (c) provide KMC subscriber delivery address information to enable Sprint to fulfill directory distribution obligations.

6.2.4 1 1 When implemented by the Parties, Sprint shall accept orders on a real-time basis via electronic interface in accordance with OBF Directory Service Request standards within three (3) months of the effective date of this Agreement. In the interim, Sprint shall create a standard format and order process by which CLEC can place an order with a single point of contact within Sprint.

6.2.4.1.2. Sprint will provide to KMC the following Directory Listing Migration Options, valid under all access methods, including but not limited to, Resale, UNEs and Facilities-Based:

6.2.4.1.2 1. Migrate with no Changes. Retain all white page listings for the subscriber in both Directory Assistance ("DA") and Directory Listings ("DL"). Transfer ownership and billing for white page listings to KMC.

6.2.4 1 2.2. Migrate with Additions. Retain all white page listings for the subscriber in DL. Incorporate the specified additional listings order. Transfer ownership and billing for the white page listings to KMC.

- 6.2.4 1.2.3. Migrate with Deletions. Retain all white page listings for the subscriber in DL. Delete the specified listings from the listing order. Transfer ownership and billing for the white page listings to KMC.
- 6.2.4 1.3. To ensure accurate order processing, Sprint or its directory publisher shall provide to KMC the following information, with updates promptly upon changes:
 - 6.2 4.1.3.1. A matrix of NXX to central office;
 - 6.2.4.1.3.2. Geographical maps if available of Sprint service area;
 - 6 2.4 1.3.3. A description of calling areas covered by each directory, including but not limited to maps of calling areas and matrices depicting calling privileges within and between calling areas;
 - 6.2.4.1 3.4. Intentionally left blank.
 - 6.2.4.1.3.5. Intentionally left blank.
 - 6.2.4 1 3.6. Directory product changes;
 - 6.2.4.1.3.7. Listing format rules;
 - 6.2.4.1 3.8. Listing alphabetizing rules;
 - 6.2.4.1.3.9 Standard abbreviations acceptable for use in listings and addresses;
 - 6.2.4.1 3.10. Titles and designations; and
 - 6.2.4.1.3.11 A list of all available directories and their Business Office close dates.
- 6 2.4.1.4 Based on changes submitted by KMC, Sprint shall update and maintain directory listings data for KMC subscribers who:
 - 6 2 4.1.4.1 Disconnect Service,

6 2 4 1 4.2. Change CLEC;

6.2.4.1.4.3. Install Service;

6.2.4.1.4.4. Change any service which affects
DA information;

6.2.4.1.4.5. Specify Non-Solicitation, and

6.2.4.1.4.6. Are Non-Published, Non-Listed, or
Listed.

6 2 4 1 5 Sprint shall not charge for storage of KMC
subscriber information in the DL and DA systems.

6.2.4.1.6. KMC shall not charge for storage of Sprint
subscriber information in the DL and DA systems.

6.2.5. Directory Listings General Requirements. KMC acknowledges that many directory functions including but not limited to yellow page listings, enhanced white page listings, information pages, directory proofing, and directory distribution are not performed by Sprint but rather are performed by and are under the control of the directory publisher. KMC acknowledges that for a KMC subscriber's name to appear in a directory, KMC must submit a Directory Service Request (DSR) Sprint shall use reasonable efforts to assist KMC in obtaining an agreement with the directory publisher that treats KMC at Parity with the publisher's treatment of Sprint.

6 2 5.1. This § 6.2.5 pertains to listings requirements published in the traditional white pages.

6.2.5.2. Sprint shall include in its master subscriber system database all white pages listing information for KMC subscribers in Sprint territories where KMC is providing local telephone exchange services and has submitted a DSR.

6.2.5 3 Sprint agrees to include the same basic White pages listing for each KMC customer that Sprint provides its subscribers, at no additional charge to KMC. A basic White Pages listing is defined as a customer name, address and either the KMC assigned number for a customer or the number for which number portability is provided, but not both numbers. Basic White Pages listings of KMC

customers will be interfiled with listings of Sprint and other LEC customers

6.2.5.4. Sprint does not publish yellow pages. All arrangements involving yellow page listings must be between KMC and the yellow pages publisher.

6.2.5.5. State, local, and federal government listings shall be included in the appropriate section of the directory at charges in Parity with Sprint's own policies.

6.2.5.6 Prior to the date on which updates to the directory are no longer allowed (the business office close date), Sprint shall provide KMC a reasonable amount of time to review and correct KMC subscriber white pages Directory Listings.

6.2.5 7 KMC agrees to provide KMC customer listing information, including without limitation directory distribution information, to Sprint, at no charge. Sprint will provide KMC with the appropriate format for provision of KMC customer listing information to Sprint. The parties agree to adopt a mutually acceptable electronic format for the provision of such information as soon as practicable. In the event OBF adopts an industry-standard format for the provision of such information, the parties agree to adopt such format.

6.2.5.8. Sprint agrees to provide White Pages database maintenance services to KMC. KMC will be charged a Service Order entry fee upon submission of Service Orders into Sprint's Service Order Entry (SOE) System, which will include compensation for such database maintenance services. Service Order entry fees apply when Service Orders containing directory records are entered into Sprint's SOE System initially, and when Service Orders are entered in order to process a requested change to directory records.

6.2.5 9 KMC customer listing information will be used solely for the provision of directory services, including the sale of directory advertising to KMC customers.

6.2 5 10 In addition to a basic White Pages listing, Sprint will provide, tariffed White Pages listings (e g : additional, alternate, foreign and non-published listings) for KMC to offer for resale to KMC's customers.

- 6.2.5.11. Sprint, or its directory publisher, agree to provide White Pages distribution services to CLEC customers within Sprint's service territory at no additional charge to CLEC. Sprint represents that the quality, timeliness, and manner of such distribution services will be at Parity with those provided to Sprint and to other CLEC customers.
- 6.2 5 12. Sprint shall permit, or ensure a third party permits, KMC subscribers to place orders for foreign directories on the same terms and conditions such directories are made available to Sprint subscribers. Sprint shall provide to KMC the procedures, terms, and conditions for obtaining foreign telephone directories from Sprint.
- 6 2.5.13. Sprint or its directory publisher, and KMC shall agree on a reasonable number of directories that will be provided to KMC upon its request for KMC's internal use to cover Sprint's service areas in which KMC is an authorized CLEC.
- 6.2.5.14. Sprint shall make available current recycling services to KMC subscribers under the same terms and conditions that Sprint makes such services available to its subscribers.
- 6 2.5.15. Sprint agrees to include critical contact information pertaining to KMC in the "Information Pages" of those of its White Pages directories containing information pages, provided that KMC meets criteria established by its directory publisher. Critical contact information includes KMC's business office number, repair number, billing information number, and any other information required to comply with applicable regulations, but not advertising or purely promotional material. KMC will not be charged for inclusion of its critical contact information. The format, content and appearance of KMC's critical contact information will conform to applicable Sprint directory publisher's guidelines and will be consistent with the format, content and appearance of critical contact information pertaining to all CLECs in a directory.
- 6.2.5.16. Sprint will accord KMC customer listing information the same level of confidentiality that Sprint accords its own proprietary customer listing information. Sprint shall ensure that access to KMC customer proprietary listing information will be limited solely to those of Sprint and Sprint's directory publisher's employees, agents and contractors that are directly involved in the preparation of listings, the production and distribution of directories, and

the sale of directory advertising. Sprint will advise its own employees, agents and contractors and its directory publisher of the existence of this confidentiality obligation and will take appropriate measures to ensure their compliance with this obligation. Notwithstanding any provision herein to the contrary, the furnishing of White Pages proofs to a CLEC that contains customer listings of both Sprint and KMC will not be deemed a violation of this confidentiality provision.

6.2.5.17. Sprint will sell or license KMC's customer listing information to any third parties unless KMC submits written requests that Sprint refrain from doing so. Sprint and KMC will work cooperatively to share any payments for the sale or license of KMC customer listing information to third parties. The parties acknowledge that the release of KMC's customer listing to Sprint's directory publisher will not constitute the sale or license of KMC's customer listing information causing any payment obligation to arise pursuant to this § 6.2.5.17. Notwithstanding the foregoing, this does not limit KMC's rights to sell or license KMC's customer listing information directly with a third party.

6.2.6. Other Directory Services. Sprint will exercise reasonable efforts to cause its directory publisher to enter into a separate agreement with KMC which will address other directory services desired by KMC as described in this § 6.2.6. Both parties acknowledge that Sprint's directory publisher is not a party to this Agreement and that the provisions contained in this § 6.2.6 are not binding upon Sprint's directory publisher.

6.2.6.1. Sprint's directory publisher will negotiate with KMC concerning the provision of a basic Yellow Pages listing to KMC customers located within the geographic scope of publisher's Yellow Pages directories and distribution of Yellow Pages directories to KMC customers.

6.2.6.2. Directory advertising will be offered to KMC customers on a nondiscriminatory basis and subject to the same terms and conditions that such advertising is offered to Sprint and other KMC customers. Directory advertising will be billed to KMC customers by directory publisher.

6.2.6.3. Directory publisher will use commercially reasonable efforts to ensure that directory advertising purchased by customers who switch their service to KMC is maintained without interruption.

6.2 6.4. Information pages, in addition to any information page or portion of an information page containing critical contact information as described above in § 6.2.3.15 may be purchased from Sprint's directory publisher, subject to applicable directory publisher guidelines, criteria, and regulatory requirements.

6.2.6 5 Directory publisher maintains full authority as publisher over its publishing policies, standards and practices, including decisions regarding directory coverage area, directory issue period, compilation, headings, covers, design, content or format of directories, and directory advertising sales.

6.2.7. Directory Assistance Data. This section refers to the residential, business, and government subscriber records used by Sprint to create and maintain databases for the provision of live or automated operator assisted Directory Assistance. Directory Assistance Data is information that enables telephone exchange KMCs to swiftly and accurately respond to requests for directory information, including, but not limited to name, address and phone numbers. Under the provisions of the Act and the FCC's Interconnection order, Sprint shall provide unbundled and non-discriminatory access to the residential, business and government subscriber records used by Sprint to create and maintain databases for the provision of live or automated operator assisted Directory Assistance. KMC may combine Directory Assistance with any Network Element for the provision of any Telecommunications Service.

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6 3. Systems Interfaces and Exchanges

6.3.1. Directory Assistance Data Information Exchanges and Interfaces

6 3 1.1. Subscriber List Information

6.3.1.1.1. Sprint shall provide to KMC, within sixty (60) days after the Approval Date of this Agreement, or at KMC's request, all published Subscriber List Information (including such information that resides in Sprint's master subscriber system/accounts master file for the purpose of publishing directories in any format as specified by the Act) via an electronic data transfer medium and in a mutually agreed to format, on the same terms and conditions and at the same rates that the Sprint provides Subscriber List Information to itself or to other third parties. All changes to the Subscriber List Information shall be provided to KMC pursuant to a mutually agreed format and schedule. Both the initial List and all subsequent Lists shall indicate for each subscriber whether the subscriber is classified as residence or business class of service.

6.3.1.1.2. KMC shall provide directory listings to Sprint pursuant to the directory listing and delivery requirements in the approved OBF format, at a mutually agreed upon timeframe. Other formats and requirements shall not be used unless mutually agreed to by the parties.

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6.3.1.5. Listing Types

LISTED	The listing information is available for all directory requirements.
NON-LISTED	The listing information is available to all directory requirements, but the information does not appear in the published street directory.
NON-PUBLISHED	A directory service may confirm, by name and address, the presence of a listing, but the telephone number is not available. The listing information is not available in either the published directory or directory assistance.

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6.4. Systems Security

6.4.1. Sprint shall provide an appropriate and sufficient back-up and recovery plan to be used in the event of a system failure or emergency.

6.4.2. Where technically available, Sprint shall install controls to: (i) disconnect a user for a pre-determined period of inactivity on authorized ports; (ii) to protect user Proprietary Information, and (iii) ensure both ongoing operational and update integrity.

6.4.3. Sprint shall provide network security: (i) ensuring that all systems and modem access are secured through security methods; and (ii) ensuring that access to or connection with a systems platform be established through mutually agreed networks or Gateways

6 4 4 Sprint agrees to comply with industry accepted standards which in large measure reflect common practices and proven technology for protecting computer resources.

6.5. Law Enforcement Interface

6.5.1. Pursuant to valid legal authorization, Sprint shall provide seven (7) day a week/twenty-four (24) hour a day installation and information retrieval pertaining to traps, assistance involving emergency traces and information retrieval on subscriber invoked CLASS services, including, without limitation, call traces requested by KMC.

PART J - REPORTING STANDARDS

1. GENERAL

- 1.1. Sprint shall satisfy all service standards, intervals, measurements, specifications, performance requirements, technical requirements, and performance standards and will pay any penalties for violation of the performance standards that are required by law or regulation. In addition, Sprint's performance under this agreement shall be provided to KMC at parity with the performance provided to other carriers and to itself for like service(s).

2. REQUIREMENTS AND GUIDELINES FOR PERFORMANCE REPORTING

- 2.1. Sprint shall provide, on a monthly basis, performance measurement results for all states requested by KMC. Sprint shall report these results on both a KMC-specific and carrier-aggregate basis, and will include performance results for service Sprint provides to itself for comparable services. These measures shall be provided by the date established by applicable Commission rules and orders, and no later than the twentieth (20th) day of the subsequent month in all other states.
- 2.2. The performance measurement results to be provided shall cover Sprint's performance in the areas of Pre-Ordering, Ordering, Provisioning, Maintenance & Repair, Databases, Service Centers and Collocation. Sprint shall provide these performance measurement results in accordance with applicable Commission rules and orders, on a voluntary basis for all other states requested by KMC. The performance measurement results to be provided, and the related performance standards, are specified in Exhibit A of this Appendix.
- 2.3. If Sprint should fail to meet any of the performance standards specified, it shall.
 - 2.3.1. Provide, satisfy and otherwise comply with all remedies, requirements and/or penalties specified in applicable laws, rules or regulations.
 - 2.3.2. Undertake a good faith root cause analysis, and implement an action plan to meet the performance standard(s) and prevent the failure(s) from recurring.
 - 2.3.3. Where failure to meet any performance standard directly impacts KMC, the Parties shall meet to review the performance at issue, the root cause analysis and the action plan. The Parties shall bring appropriate subject matter experts as well as personnel with appropriate decision-making authority to such meetings. The Parties shall meet on a monthly basis until Sprint's performance

meets the performance standard specified in Exhibit A to this Appendix or required by applicable Commission rules and orders

- 2.4 The Parties will establish a mechanism to address performance areas in which Sprint has failed to meet the applicable performance standard on a repeated or chronic basis. Should Sprint fail to meet a performance standard for two consecutive months or for three months in any given six (6) month period, the activities and joint meetings specified in the preceding section will be escalated to the management level above that responsible for the initial resolution. Should such escalation fail to bring Sprint's performance into compliance with the applicable standard, the issue will be escalated to the Vice Presidential level within each Party's organization
- 2.5. The Parties agree to utilize a self-executing performance remedy plan (PRP) that will contain financial penalties for substandard performance by Sprint. The PRP will be based on the SEEM plan established by the Commission for BellSouth, as modified and amended as of the date of this Agreement. The PRP will be modified from the BellSouth SEEM plan to reflect only (a) the pro-rata size of the Sprint market as compared to the BellSouth market, (b) the specific UNEs, Interconnection, services and interfaces to be utilized by KMC, and (c) any technical distinctions between the interfaces used by Sprint and those employed by BellSouth. The Sprint PRP will be updated annually to reflect modifications and amendments to the BellSouth SEEM plan.

PART K – COLLOCATION

1. SCOPE OF COLLOCATION SECTION

- 1.1. Sprint will provide Collocation to KMC in accordance with this Agreement for the purposes of Interconnection to Sprint pursuant to the Act (including 47 U.S.C. § 251(c)(2)) and for obtaining access to Sprint's UNEs pursuant to the Act (including 47 U.S.C. § 251(c)(3)). Collocation shall be provided on a nondiscriminatory basis, on a "first-come, first-served" basis, and otherwise in accordance with the requirements of the Act (including 47 U.S.C. § 251(c)(6)).
- 1.2. Prices and fees for collocation and other services under this Agreement are contained in Table Two. In the event Sprint files tariffs for pricing of collocation and other services covered by this agreement, such pricing in the tariffs shall have no effect on the rates, terms, or conditions of this Agreement.
- 1.3. This Agreement states the general terms and conditions upon which Sprint will grant to KMC a non-exclusive license to gain access to and occupy the Collocation Space, and other associated facilities as may be necessary, for the sole and exclusive purpose of providing telecommunications service as specifically identified on a completed, numbered and dated Site Collocation License executed by both Parties (which Site Collocation License shall be in substantially the form attached as Attachment A). Such service will be provided by installing, maintaining and operating KMC's equipment, which will interconnect with Telecommunications Services and facilities provided by Sprint or others in accordance with this Agreement.

2. TERMINATION OF COLLOCATION SPACE (DECOMMISSIONING)

- 2.1. Termination. KMC may terminate occupancy in a particular Collocation Space upon thirty (30) calendar days prior written notice to Sprint. Upon termination of such occupancy, KMC at its expense shall remove its equipment and other property from the Collocation Space. KMC shall have thirty (30) calendar days from the termination date to complete such removal, including the removal of all equipment and facilities of KMC's Guests; provided, however, that KMC shall continue payment of monthly fees to Sprint until such date as KMC has fully vacated the Collocation Space. KMC will surrender the Collocation Space to Sprint in the same condition as when first occupied by KMC, except for ordinary wear and tear.
- 2.2. KMC shall be responsible for the actual cost of removing any enclosure, together with all supporting structures (e.g., racking, conduits), of an Adjacent Collocation arrangement at the termination of occupancy and restoring the grounds to their original condition.
- 2.3. Upon termination of KMC's right to possession, KMC shall surrender

possession and vacate the Collocation Space within thirty (30) calendar days. Failure to surrender the Collocation Space within 30 days shall be considered abandonment and Sprint will have the right to remove the equipment and other property of KMC or the KMC's Guest at KMC's expense and with no liability for damage or injury to KMC's property, unless due to Sprint's acts of gross negligence or willful misconduct.

- 2.4. Should Sprint under any section of this Agreement remove any of KMC's equipment from its collocation space, Sprint will deliver to KMC any equipment removed by Sprint upon payment by KMC of the cost of removal, or as may otherwise be required by law, reasonable storage and delivery, and all other reasonable amounts due Sprint under Part K of this Agreement. Should KMC fail to remove any of its equipment deemed abandoned, title thereto shall pass to Sprint under this Agreement as if by a Bill of Sale. Nothing herein shall limit Sprint from pursuing, at its option, any other remedy in law, equity, or otherwise related to KMC's occupancy in the Collocation Space, including any other remedy provided in this Agreement.
- 2.5. Surrender of Keys. KMC shall surrender all keys, access cards and Sprint-provided photo identification cards to the Collocation Space and the Building to Sprint, and shall make known to Sprint the combination of all combination locks remaining on the Collocation Space.
- 2.6. To the extent allowed by law, if it becomes necessary in Sprint's reasonable judgment, and there are no other reasonable alternatives available, Sprint shall have the right, for good cause shown, and upon 60 days prior notice, to reclaim the Collocation Space or any portion thereof, any Inner Duct, Outside Cable Duct, Cable Vault space or other Sprint-provided facility in order to fulfill its common carrier obligations, any order or rule of the state commission or the FCC, or Sprint's tariffs to provide Telecommunications Services to its end user customers. If KMC disagrees with Sprint's request, KMC may seek resolution of the dispute pursuant to the Dispute Resolution procedures in Part B of this Agreement prior to Sprint's reclamation. Sprint shall not exercise any reclamation rights until said dispute is resolved. In such cases, Sprint will reimburse KMC for reasonable direct costs and expenses in connection with such reclamation.
- 2.7. If it becomes necessary in Sprint's reasonable judgment, and there are no other reasonable alternatives, to require KMC to move to equivalent space in the Premises upon receipt of sixty (60) days written notice from Sprint, in which event, Sprint shall pay all moving costs, and the Collocation License Fee provided for herein shall remain the same.

3. COLLOCATION OPTIONS

- 3.1 Cageless. Sprint will offer Collocation Space to allow KMC to collocate its equipment and facilities, and without requiring the construction of a

cage or similar structure Sprint will allow KMC to have access to its equipment and facilities 24 hours a day, 7 days a week without need for a security escort provided that KMC has met Sprint's safety and security requirements. Sprint may require KMC to use a central entrance to the Sprint Central Office Sprint shall make cageless collocation available in single bay increments, including space adjacent or next to Sprint's equipment. Sprint will assign cageless Collocation Space in conventional equipment rack lineups where feasible For equipment requiring special technical considerations, KMC must provide the equipment layout, including spatial dimensions for such equipment pursuant to generic requirements contained in Telcordia GR-63-Core and shall be responsible for constructing all special technical requirements associated with such equipment pursuant to this Agreement.

- 3.2. Caged. Sprint will authorize the enclosure of KMC's equipment and facilities at KMC's option. Sprint will provide guidelines and specifications upon request. Based on KMC's request, space and cage enclosures in amounts as small as that sufficient to house and maintain a single rack or bay or equipment will be made available. At KMC's option, Sprint will permit KMC to arrange with a third party vendor to construct a Collocation Arrangement enclosure at KMC's sole expense. KMC's third party vendor will be responsible for filing and receiving any and all necessary permits and/or licenses for such construction The third party vendor shall bill KMC directly for all work performed for KMC and Sprint will have no liability for nor responsibility to pay such charges imposed by the third party vendor. KMC must provide the local Sprint building contact with one Access key used to enter the locked enclosure. Except in case of emergency, Sprint will not access KMC's locked enclosure prior to notifying KMC and obtaining authorization. In the case of an emergency, Sprint will immediately notify KMC as soon as practicable that emergency access was necessary, which notification shall be no more than eight (8) business hours after access by Sprint

3.2.1. Sprint has the right to review KMC's plans and specifications prior to allowing construction to start. Sprint will complete its review within fifteen (15) calendar days of receipt of such plans. Sprint has the right to inspect the enclosure after construction to make sure it is constructed according to the submitted plans and specifications Sprint can require KMC to remove or correct, at its cost, any structure that does not meet these plans.

3.2.2 If KMC is the first CLEC in a Sprint Premise, KMC will not be responsible for the entire cost of site preparation and security. Moreover, KMC shall only be responsible for the costs associated with the specific collocation space KMC requests.

3.2.2. Other Physical Collocation Arrangements. Sprint will provide other collocation arrangements that have been demonstrated to be technically feasible. A previously successful method of obtaining interconnection or access to unbundled network elements at a particular premises or point on any incumbent LEC's network is substantial evidence that such method is technically feasible in the case of substantially similar network premises or points. In seeking a particular collocation arrangement, either physical or virtual, KMC, is entitled to a presumption that such arrangements is technically feasible if any LEC has deployed collocation in any ILEC premises.

3.3. Shared (Subleased) Caged and Cageless Collocation. KMC may allow other telecommunications carriers to share its caged collocation or cageless rack bay arrangements pursuant to terms and conditions agreed to by KMC ("Host") and other telecommunications carriers ("Guests") KMC will notify Sprint in writing upon execution of any agreement between the Host and its Guest within twelve (12) calendar days of its execution. Further, such notice shall include the name of the Guest(s) and their term of agreement, and shall contain a certification by KMC that said agreement imposes upon the Guest(s) the same terms and conditions for collocation space as set forth in this Agreement.

3.3.1 As Host, KMC will be the sole interface and responsible party to Sprint for the purpose of submitting applications for initial and additional equipment placements of Guest (to the extent required under other sections of this Agreement); for assessment and payment of rates and charges applicable to the Collocations space; and for the purposes of ensuring that the safety and security requirements of this Agreement are fully complied with by the Guest, its employees and agents. In making shared cage arrangements, Sprint will not increase the cost of site preparation or nonrecurring charges above the cost of provisioning such a cage of similar dimensions and material to KMC.

3.3.2. Sprint will not place unreasonable restrictions on KMC's use of a cage, and as such will allow KMC to contract with other CLECs to share the cage in a sublease type arrangement. If two (2) or more CLECs have interconnection agreements with Sprint utilize a shared collocation cage, Sprint will permit each CLEC to order UNEs (including carrier-to-carrier cross connects) directly from Sprint and provision service from the shared collocation space, regardless of which CLEC was the original collocater. The bill for these interconnecting facilities, services and access to UNEs will be charged to the Guest(s) pursuant to the applicable Tariff or the Guest's interconnection agreement with Sprint.

3.3.3. If Host terminates a Collocation Arrangement, Host will provide Guest 30 days notice. Guest will assume all obligations and

rights of Host as to that Collocation Arrangement if Guest remains in the Collocation Space, including payment of all charges.

- 3 4 Adjacent Collocation. Sprint will provide adjacent collocation arrangements ("Adjacent Arrangement") where space within the Premises is legitimately exhausted, subject to technical feasibility. Both Parties will mutually agree on the location of the designated space on the Sprint property where the adjacent structure (such as a CEV or similar structure) will be placed. If a mutual agreement cannot be reached, either Party may seek resolution of the dispute via the Dispute Resolution process set forth in this Agreement OR IN THE ALTERNATIVE: If a mutual agreement cannot be reached, Sprint will decide the location subject to zoning or other state and local regulations. Unless prohibited by zoning or other state and local regulations, Sprint will not withhold agreement as to the site desired by KMC, subject only to reasonable safety and maintenance requirements.

- 3.4.1 KMC will provide a concrete pad, the structure housing the arrangement, HVAC, lighting, and all facilities that connect the structure (i.e. racking, conduits, etc.) to the Sprint point of interconnection. Should KMC elect such an option, KMC must arrange with a third party vendor to construct an Adjacent Arrangement structure in accordance with this Agreement.
 - 3.4.2. Sprint maintains the right to review KMC's plans and specifications prior to construction of an Adjacent Arrangement(s). Sprint will complete its review within fifteen (15) calendar days of site selection and receipt of plans. Except that such time period may be extended if any delay is due to the actions of KMC. Sprint may inspect the Adjacent Arrangement(s) following construction and prior to commencement to ensure the design and construction comply with submitted plans. If Sprint decides to inspect the completed Adjacent Arrangement, Sprint will complete its inspection within fifteen (15) calendar days after receipt of written notification of completion of the enclosure from KMC. Sprint may require KMC to correct any deviations from approved plans found during such inspection(s).
 - 3.4.3. Sprint will provide AC power, as requested, subject to being technically feasible. At its option, KMC may choose to provide its own AC power to the adjacent structure as long as the AC power source is from the same provider as Sprint's. Upon KMC's request for DC power in an adjacent collocation space, the Parties shall negotiate the terms for providing DC power, based on any applicable Commission orders.
 - 3.4.4. Subject to KMC being on the waiting list, in the event that space in a Sprint Premises becomes available, Sprint will provide the option to the KMC to relocate its equipment from an Adjacent Facility into the Sprint Premises. In the event KMC chooses to relocate its equipment, reasonable and appropriate charges will apply, including charges to vacate the adjacent collocation arrangement and charges applicable for collocation within the Sprint Premises.
- 3.5 Other Physical Collocation Arrangements. Sprint will provide other collocation arrangements that have been demonstrated to be technically feasible. A previously successful method of obtaining interconnection or access to unbundled network elements at a particular premise or point on any incumbent LEC's network is substantial evidence that such method is technically feasible in the case of substantially similar network premises or points. In seeking a particular collocation arrangement, either physical or virtual, KMC is entitled to a presumption that such arrangement is technically feasible if any LEC has deployed such collocation arrangement in any incumbent LEC premises.

- 3.5.1 Remote Site Collocation is the placement of KMC owned facilities and equipment in Sprint's remote sites. Equipment ownership, maintenance, and insurance are the responsibility of KMC or KMC's agent.
- 3.5.1.1 KMC may elect to connect to a feeder line by submitting a service inquiry for that UNE to the XXX Group as follows:
- 3.5.1.2 Connection to a BellSouth feeder line (when technically feasible) is achieved via cross connects located near the Sprint equipment inside the Remote Site Location. In this case, the point of demarcation is the DSX, feeder distribution interface, or LGX panel in the Remote Site Location.
- 3.5.1.3 Connection of KMC owned or leased entrance facilities into the Remote Site Collocation Space from KMC's own point of presence is permitted. Sprint shall designate the point of entrance at the Remote Site location housing the collocation space, so that it is physically accessible to both Parties.
- 3.5.1.4 Distribution lines will be accessed through KMC's provision of a copper cable through a conduit from the Remote Site collocation space to the feeder distribution interface of sufficient length for splicing. Sprint will splice this cable to the distribution cable at the feeder distribution interface in 25-pair increments.
- 3.5.1.5 Virtual in the Remote Site. Virtual Collocation provides for the placement of KMC owned equipment and facilities in a Sprint Remote Site. Sprint will lease KMC's entrance fiber or cabling and equipment for the nominal fee of one dollar. KMC's certified supplier will install the equipment in the rack bay. Sprint will then be responsible for performing installation, maintenance and repair of the Virtual in the Remote Site plug-ins, when KMC requests such work via a Service Order or Maintenance ticket.
- 3.5. Contiguous Space. To the extent possible, Sprint will provide KMC with contiguous space for any subsequent request for physical collocation space, but makes no assurances that contiguous space will be available.
- 3.6. Virtual Collocation. Sprint will provide virtual collocation, subject to being technically feasible, if physical collocation is not practical for technical reasons or because of space limitations and in accordance with the Act (including 47 U.S.C. § 251(c)(6) and 47 C.F.R. § 51.323).

- 3 6 1 KMC may lease to Sprint, at no cost to Sprint, equipment that meet applicable FCC requirements and in accordance with this Agreement, for the sole purpose of having Sprint install and maintain the equipment in accordance with terms and conditions mutually agreed upon by the Parties.
- 3 6.2. Virtually collocated equipment shall be purchased by KMC. Sprint does not assume any responsibility for the design, engineering, testing or performance for the end-to-end connection of KMC's equipment, arrangement or facilities.
- 3 6 3. Sprint will, at a minimum, install, monitor, maintain, and repair KMC's collocated equipment within the same time periods and with failure rates that are no greater than those that apply to the performance of similar functions for comparable equipment of Sprint, Sprint's affiliates or third parties. Sprint will maintain and repair such equipment under the same intervals and with the same or better failure rates for performance of similar functions for comparable Sprint equipment. Maintenance may include the change out of electronic cards provided by KMC. KMC may purchase equipment from a third party and is not required to purchase the equipment from Sprint. The following services are not covered by this Agreement:
 - 3.6.3.1. services to resolve software or hardware problems resulting from products provided by parties other than Sprint or causes beyond the control of Sprint;
 - 3.6.3.2. service of attached, related, collateral or ancillary equipment or software not covered by this section;
 - 3 6.3.3. repairing damage caused to KMC's collocated equipment by persons other than Sprint, or its authorized contractors, or
 - 3.6.3.4. repairing damage to other property or equipment caused by operation of KMC's collocated equipment and not caused by the sole negligence of Sprint.
- 3.6.4. KMC warrants that Sprint shall have quiet enjoyment of the equipment. Sprint will be entitled to the benefit of any applicable manufacturer's warranties and indemnities and, to the extent assignable, such warranties and indemnities are hereby assigned by KMC for the benefit of Sprint and KMC shall take all reasonable action to enforce such warranties and indemnities where available to Sprint. KMC shall execute, upon presentation, such documents and instruments as may be required to allow Sprint manufacturer's warranty coverage for any equipment. KMC warrants that it has full authority to lease the equipment under the terms and conditions set forth herein and

that there are no restrictions, legal or otherwise, which would preclude it from so doing.

- 3.6.4.1. In the event Sprint's right to quiet enjoyment is breached, either by KMC's failure to make or cause to be made payment to the equipment manufacturer of the full purchase price for the equipment when such payment becomes due, or otherwise, Sprint may give written notice to KMC and all of Sprint's obligations relating to the affected equipment shall terminate immediately.
- 3.6.5 Sprint's preparation, if any, of the Premises (e g , Power, environmental, etc) for the Virtual Collocation equipment will be charged to KMC at rates agreed on by the Parties or as filed in a tariff and approved by the Commission.
- 3.6.6. To the extent Sprint is required to provide virtual collocation outside the central office, Sprint will provide unbundled transport and sub-loops in accordance with the terms of this agreement. Sprint will also make available digital, analog, and fiber cross-connects ("XCs") for Virtual Collocation at the rates contained in Table XX of this Attachment.
- 3.6.7 Virtual to Physical Collocation Transition. In the event physical collocation space was previously denied at a location due to technical reasons or space limitations, and that physical collocation space has subsequently become available, KMC may transition its virtual collocation arrangements to physical collocation arrangements. In the event that Sprint knows when additional space for physical collocation may become available at the location requested by KMC, such information will be provided to KMC in Sprint's written denial of physical collocation. KMC must arrange with Sprint or a Sprint certified vendor for the relocation of equipment from its virtual collocation space to its physical collocation space and will bear the costs of such relocation. If KMC requests a conversion from virtual to collocation to physical collocation, the response times described in this Attachment shall apply.
- 3.6.8 Conversion of Virtual Collocation Space to Physical Collocation Space. Sprint will authorize the conversion of virtual collocation arrangements to physical collocation arrangements without requiring the relocation of the virtual arrangements pursuant to the FCC regulations.

3.7. Collocation of Splitters

3.7.1. A "Splitter" is a device that divides the data and voice signals concurrently moving across the loop, directing the voice traffic through copper tie cables to the switch and the data traffic through another pair of copper tie cables to multiplexing equipment for delivery to the packet-switched network. The Splitter may be directly integrated into the DSLAM equipment or may be externally mounted

3.7.2. Splitters will be installed by KMC in KMC's physical collocation space or installed and maintained by Sprint in a common area on racks leased by the KMC.

3.7.3. KMC will provide all splitters.

3.7.4. Physical Collocation of Splitters. There are two wiring configurations associated with the DSLAMS installed in KMC's physical collocation space:

3.7.4.1. the DSLAM is direct wired to the POTS Splitter; and

3.7.4.2. the DSLAM is direct wired to the MDF.

3.7.5. Sprint will provide and install the cabling from KMC's Collocation Space to the Splitter in the common area and/or to Sprint's main distribution frame at pricing set forth in Table Two.

3.7.5.1. Installation

3.7.5.1.1. Installing Splitters and Cabling

3.7.5.1.1.1. Sprint agrees to place the Splitters in the applicable Central Offices in an appropriate location chosen by Sprint. Sprint will use reasonable efforts to install the Splitter in a relay rack or bay as close to the main distribution frame as is reasonably practicable. Unless otherwise agreed upon in writing between the Parties, rack space will be allocated on a shelf by shelf basis.

- 3.7.5.1.1.2 Sprint agrees that, upon the request of KMC, it shall cause the Splitters to be plainly, permanently, and conspicuously marked, by metal tag or plate supplied by KMC to be affixed thereto, indicating KMC's ownership of the Splitters. Sprint will not remove, destroy or obliterate any such marking. Sprint agrees to keep all Splitters free from any marking or labeling which might be interpreted as a claim of ownership thereof by Sprint or any party other than the KMC.
- 3.7.5.1.1 3. KMC will pay for installation, engineering, floor space, relay rack space and other recurring expenses associated with the Splitter Shelf in common area at pricing set forth in Table Two.
- 3.7.5.1.1.4 All wiring connectivity from KMC's splitter (Sprint analog voice input to the splitter and combined analog voice/data output from the Splitter) will be cabled out to the Sprint main distribution frame for cross connection with jumpers if practicable.
- 3.7.5 1.1.5. Sprint will provide and install the cabling from the Splitter(s) to Sprint's main distribution frame and from the Splitter(s) to KMC's Collocation Space at pricing set forth in Table Two.

3.7.5.2. Providing and Replacing Cards in the Common Area

3.7.5.2.1. KMC is responsible for ordering and providing to Sprint splitter cards as necessary to effectively operate the Splitter. Sprint will install such cards per KMC's instructions. KMC will provide one empty card for every shelf to be used for repair and maintenance until such time as the card must be used to fill the shelf to capacity. KMC is responsible for Splitter assignments and monitoring for exhaust.

3.7.5.2.2. Card Replacement

3.7.5.2.2.1. During the term of each collocation arrangement that includes Splitters, Sprint agrees to replace the Splitter cards if requested to do so by KMC. Sprint and KMC shall take efforts to minimize possible service disruptions, including, but not limited to, replacing Splitter cards during maintenance windows. Sprint will not use the Splitters for any purposes other than that for which they were designed. Sprint may perform these obligations through Sprint's employees or any qualified company

3.7.5.2.2.2. KMC will provide replacement cards as required. Replacement cards will be either new or of like-new quality. Upon KMC's written request, Sprint will return the replaced cards(s) to KMC. KMC agrees to pay the full costs of transportation of replacement cards to and from Sprint's central office.

3.7.5.2.3 Upon termination of any collocation arrangement that includes Splitters (by

expiration or otherwise) Sprint will return the Splitter to the KMC. KMC will be charged time and material costs for removal of any Splitters. KMC agrees to provide Sprint via pre-paid delivery with a medium for packaging and transportation of such Splitter. KMC absolves Sprint of any damage, which may occur as a result of Splitter transportation to KMC.

3.7.6. The following services are not covered by this Agreement:

- 3 7 6 1 services to resolve software or hardware problems resulting from products provided by parties other than Sprint or causes beyond the control of Sprint;
- 3 7 6.2. service of attached, related, collateral or ancillary equipment or software not covered by this Agreement;
- 3.7.6.3. repairing damage caused to the Splitter by persons other than Sprint, or its authorized contractors, or
- 3.7 6 4. repairing damage to other property or equipment caused by operation of the Splitter and not caused by the sole negligence of Sprint.

4. DEMARCATION POINT

- 4.1 Sprint will designate the point of demarcation, unless otherwise mutually agreed to by the Parties, in or adjacent to its Collocation Space. At KMC's request, Sprint will identify the location(s) of other possible demarcation points available to KMC, and KMC will designate from these location(s) the point(s) of demarcation between its collocated equipment and Sprint's equipment. Sprint will use its best efforts to identify the closest demarcation point to KMC's equipment that is available.
- 4 2. Each Party will be responsible for maintenance and operation of all equipment/facilities on its side of the demarcation point. The Parties shall work cooperatively and shall allow access to their side of the demarcation point when necessary. For 2-wire and 4-wire connections to Sprint's network, the demarcation point shall be a common block on the Sprint designated conventional distributing frame (CDF). For DS1 and DS3 connections, the demarcation point shall be a Sprint provided DSX panel, or elsewhere if mutually agreed. For fiber connections, the demarcation point shall be a Sprint provided LGX panel, or elsewhere if mutually agreed. For DS0 connections, the demarcation point shall be a Sprint designated distributing frame. Sprint shall not require KMC to use an intermediate interconnection arrangement in lieu of a direct connection to Sprint's network if technically feasible.
- 4.3 At KMC's option and expense, a point of termination (POT) bay, frame or digital cross-connect may be placed in or adjacent to the Collocation

Space that may, at KMC's option, serve as the demarcation point. Sprint will grandfather existing point(s) of demarcation established at a Sprint provided POT Bay. XC charges will only apply when Sprint, upon receipt of an order from KMC for Sprint's network element services and/or interconnection, connects such services from Sprint's termination to the demarcation point. If KMC elects not to provide a POT frame, Sprint will agree to handoff the interconnection cables to KMC at its equipment, at KMC's designated demarcation point. When KMC elects to install its own POT frame/cabinet, Sprint must still provide and install the required DC power panel.

- 4 4 Remote Site Point of Demarcation. The point of demarcation will be as follows for each service level: DS-0 services will be the feeder distribution interface. DS-1 services will be at the designated Sprint DS-1 cross-connect panel. DS-3 services will be at the designated Sprint DS-3 cross-connect panel. Dark fiber services will be at the designated Sprint LGX panel.

5. APPLICATION PROCESS

- 5 1 Upon KMC's selection of a Premises in which it desires to collocate its Equipment, Sprint will provide a then current collocation application form (the "Application") to KMC. KMC will submit an Application when initially requesting Collocation Space, or modifying the use of the Collocation Space. The Application shall contain a detailed description and schematic drawing of the equipment to be placed in KMC's Collocation Space(s), an estimate of the amount of square footage required (or, in the case of Cageless Collocation, bay space), as well as the associated power requirements, floor loading, and heat release of each piece.
- 5.1.1. KMC will complete the Application, and return it, along with the appropriate Application Fee, to Sprint. The Application shall include complete details of the collocation and interconnection requested, including, but not limited to, specific floor space, power, and environmental conditioning requirements. Sprint will not process an Application until both the Application and the applicable Application fee are received.
- 5.1.2. Application Augment Fee. In the event KMC desires to modify or decommission the use of the Collocation Space in a manner that requires additional engineering or preparation work by Sprint, KMC will complete a subsequent Application detailing all information regarding the modification to the Collocation Space together with payment of the appropriate Application Augment Fee. Such modifications to the Premises may include but are not limited to, floor loading changes, changes necessary to meet HVAC requirements, changes to power plant

requirements, and equipment additions. The Application Augment Fee shall be dependent upon the level of assessment needed for the augment. Where the augment does not require assessment for provisioning or construction work but requires administrative costs by Sprint, an Administrative Only Application Fee as set for in Table XXX. This Administrative Only Application Fee will be applicable in instances such as Transfer of Ownership of the Collocation Space.

5.1.2.1. Simple augments will be completed within twenty (20) calendar days after receipt of the BFFO for an:

5.1.2.1.1. Extension of Existing AC Circuit Capacity within Arrangement Where Sufficient Circuit Capacity is Available

5.1.2.1.2. Fuse Change and/or Increase or Decrease -48V DC Power from Existing ILEC BDFB

5.1.2.2. Minor Augments will be completed within forty-five (45) calendar days after receipt of the BFFO for:

5.1.2.2.1. 168 DS1s Terminations at the ILEC Demarcation Frame (Databasing Only; Panels, Relay Racks and Overhead Racking Exist)

5.1.2.2.2. 96 DS3s Terminations at the ILEC Demarcation Frame (Databasing Only; Panels, Relay Racks and Overhead Racking Exist)

5.1.2.2.3. 99 Fiber Terminations at the ILEC Demarcation Frame (Databasing Only; Panels, Relay Racks and Overhead Racking Exist)

5.1.2.2.4. Maximum of 2000 Service Ready DS0 Terminations at the ILEC Demarcation Frame (Databasing Only; Panels, Relay Racks and Overhead Racking Exist)

5.1.2.3. Intermediate Augments will be completed within sixty (60) calendar days after receipt of the BFFO for:

5.1.2.3.1. 168 DS1s (Databasing and Installation of Termination Panels, Relay Racks or Additional Structure as Required)

5.1.2.3.2. 96 DS3s (Databasing and Installation of Termination Panels, Relay Racks or Additional Structure as Required)

5.1.2.3.3. 99 Fiber Terminations (Databasing and Installation of Termination Panels, Relay Racks or Additional Structure as Required)

5.1.2.3.4. 2000 DS0s (Databasing and Installation of Termination Panels, Relay Racks or Additional Structure as Required)

5.1.2.3.5. Install Cable Racking or Other Support Structures as Required to Support Co-Carrier Cross Connects (Adequate Floor or Ceiling Structural Capacity Exists and Support/Protection Structure for Fiber Patch Cord is Excluded)

5.1.2.4. Major Augments –Physical Collocation will be completed within ninety (90) calendar days after BFFO and includes all requests for additional physical collocation space (caged or cageless).

5.1.2.5 Major Augments – Virtual Collocation will be completed within seventy-five (75) calendar days after BFFO and includes all requests for additional virtual collocation space

- 5.1.3 No Subsequent Fee. Where KMC modifies the use of the Collocation Space or adds equipment that requires no additional engineering or preparation work on the part of Sprint, Sprint will not impose additional charges or additional intervals that would delay KMC's operation. KMC will notify Sprint of the modifications or additional equipment prior to installation.
- 5.1.4 If Collocation Space is unavailable or KMC withdraws its request, the Application fee, less the costs incurred by Sprint (e.g. engineering record search and administrative activities required to process the Application) will be refunded.
- 5.2. Multiple Methods. If KMC wishes Sprint to consider multiple methods for collocation on a single Application, KMC will need to include in each Application a prioritized list of its preferred methods of collocating, e.g., caged, shared, or other, as well as adequate information, (e.g., specific layout requirements, cage size, number of bays, requirements relative to adjacent bays, etc.) for Sprint to process the Application for each of the preferred methods. If KMC provides adequate information and its preferences with its Application, Sprint may not require an additional Application, nor would KMC be required to restart the quotation interval should its first choice not be available in a requested Premises. Only one collocation arrangement will be provisioned per application. Sprint will not select for KMC the type of collocation to be ordered.
- 5.3. Within twenty-four (24) hours, Sprint will acknowledge receipt of KMC's complete and valid Application. Within ten (10) calendar days after receiving KMC's Application for collocation, Sprint will inform KMC whether the Application meets each of Sprint's established collocation standards including any and all deficiencies on the application. Should KMC submit a revised Application curing any deficiencies in an Application for collocation within ten days after being informed of them, KMC shall retain its original position within any collocation queue that Sprint maintains. If Sprint informs KMC that there is a deficiency in an Application, Sprint will provide sufficient detail so that KMC has a reasonable opportunity to cure each deficiency.
- 5.4. Revisions. All revisions to an initial request for a Physical Collocation Arrangement submitted by KMC must be in writing. A new interval for the Physical Collocation Arrangement will be established. The new interval shall not exceed the amount of time between the initial request and revision (for example, if the revision is two (2) weeks after the initial request, then the new interval, shall be no more than two weeks later than the originally established date) and shall in no event exceed two months beyond the originally established date after the BFFO. KMC will be required to pay any applicable Application fees.
- 5.5. Space Availability Report. Upon request from KMC, Sprint will provide written report ("Space Availability Report") describing in detail the space

that is available for collocation at the Premises requested, the number of collocators present at the Premises, any modifications in the use of the space since the last report on the Premises and requested and the measures Sprint is taking to make additional space available for collocation arrangements. A Space Availability Report is intended to provide KMC with information necessary for KMC to indicate KMC's space preferences to Sprint.

- 5.6. Space Availability Response. Sprint shall provide confirmation of space availability within ten (10) calendar days of receipt of a complete and accurate Application and applicable Application fee for one (1) to five (5) Applications submitted. Space availability response will be increased by five (5) calendar days for every five (5) additional Applications received

5.6.1. Sprint will notify KMC in writing as to whether its request for Collocation Space has been granted or denied due to lack of space. The notification will also include a possible future space relief date, if applicable.

5.6.2. In order to increase the amount of space available for collocation, Sprint will, upon request, remove obsolete unused equipment, from its Premises to increase the amount of space available for collocation in accordance with Applicable Law.

- 5.7. Denial of Application. After notifying the KMC that Sprint has no available space in the requested Central Office ("Denial of Application"), Sprint will allow the KMC, upon request, to tour the entire Central Office within ten (10) calendar days, or other mutually agreeable timeframe, of such Denial of Application. In order to schedule said tour the request for a tour of the Central Office must be received by Sprint within five (5) calendar days of the Denial of Application.

5.7.1. If KMC contests Sprint's notice that there is not sufficient space in the Central Office, the parties agree to seek expedited resolution of the dispute at the Commission pursuant to Section 251(c)(6) of the Act. If the Commission determines that space is not available, Sprint will not be required to conduct a review of floor space availability in the same central office more frequently than once every six months.

5.7.2. On a first come, first serve basis, Sprint will maintain a waiting list of requesting carriers who have either received a Denial of Application or, where it is publicly known that the Premises is out of space, have submitted a Letter of Intent to collocate.

5.7.3. Sprint will simultaneously notify the telecommunications carriers on the waiting list when space becomes available if there is enough space to accommodate additional collocation. Subsequent to the granting of a Petition for Waiver, if KMC has been denied space at a Sprint Premises and challenges Sprint on

space availability at said Premises, KMC will be given priority for space assignment if, as a result of the challenge, space is found to be available. KMC will reaffirm its collocation request within thirty (30) calendar days of such notification; otherwise, it will be dropped to the bottom of the list. Upon request, Sprint will advise KMC as to its position on the list.

- 5.7.4. If KMC's Application for Physical Collocation is denied due to lack of space, Sprint will place KMC on the waiting list for collocation in particular Premises according to the date KMC submitted its Application and not the date of denial for lack of space.
- 5.7.5. Sprint will maintain on its Website a notification document that will indicate all Premises that are without available space. Sprint will update such document within ten (10) calendar days of the date at which a Premises runs out of physical collocation space.
- 5.8. Price Quote. Sprint will provide a price quote within thirty (30) calendar days of receipt of a complete and accurate Application and applicable Application fee for one (1) to five (5) Applications. Price quote response will be increased by five (5) calendar days for every five (5) additional Applications received. The quotation will include the applicable nonrecurring and recurring rates. In no event shall the actual charges assessed by Sprint exceed the price quote by more than five (5) percent.
- 5.9. KMC has ninety (90) calendar days from receipt of the quotation to accept the quotation in writing. The quotation expires after ninety (90) calendar days. After ninety (90) calendar days, a new Application and Application fee are required. Collocation Space is not reserved until the quotation is accepted. Sprint need not meet the deadlines for provisioning Physical Collocation if, after receipt of any price quotation provided by Sprint, KMC does not notify Sprint that physical collocation should proceed.
- 5.10. Bona Fide Firm Order (BFFO). KMC will indicate its intent to proceed with equipment installation in a Sprint Premises by accepting the price quote, which constitutes a BFFO. The BFFO must be received by Sprint no later than sixty-five (65) calendar days after Sprint's provisioning of the price quote in response to KMC's Application. If KMC makes changes to its Application in light of Sprint's written Application Response, Sprint may be required to re-evaluate and respond to the change(s). In this event, KMC's Application will be treated as a Revision.
- 5.11. Joint Planning. Unless otherwise agreed to by the Parties, a joint planning meeting or other method of joint planning between Sprint and KMC will commence within a maximum of twenty (20) calendar days from BellSouth's receipt of a BFFO. At such meeting, the Parties will agree to the preliminary design of the Collocation Space and the equipment configuration requirements as reflected in the Application and affirmed in the BFFO. Upon mutual agreement and within a mutually agreed upon

time frame, the Parties will exchange any additional information requested (including but not limited to the cable type and cable termination specifications, naming convention and requirements, diagrams or drawings depicting the exact path of entrance facilities from the interconnection point to the Collocation Space, power cabling connectivity, feeder and fuse specifications and requirements. BellSouth contacts and escalation procedures, and identification of demarcation points) at the Joint Planning Meeting

- 5.12. Cancellation. If at any time prior to space acceptance, KMC cancels its order for Collocation Space(s) (Cancellation), Sprint will bill a prorated amount of the applicable nonrecurring rate(s) as set forth in Table XXX for any and all work processes for which work has actually been completed.

6. SPACE RESERVATION AND ALLOCATION

- 6.1. The parties may reserve floor space for their own specific uses for the remainder of the current year, plus twelve (12) months. Sprint shall notify KMC in writing if another Telecommunication Carrier requests Collocation space that is reserved by KMC. KMC shall, within seven (7) Business Days of receipt of such notice, provide Sprint either (1) written notice that KMC relinquishes such space or (ii) enforce its reservation of space. Neither Sprint, nor any of its affiliates, will reserve space for future use on terms more favorable than those that apply to other telecommunications carriers seeking to reserve collocation space for their own future use.
- 6.2. Space Allocation. Sprint shall assign collocation in a nondiscriminatory manner Sprint shall permit KMC to submit space preferences based on the reserved report and shall attempt to accommodate KMC's requested preferences, if any If space is available or can be made available pursuant to Applicable Law or regulations, Sprint agrees to provide physical collocation space on its Premises, as requested by KMC, for KMC's interconnection and access to Network Elements. In allocating Collocation Space, Sprint shall not materially increase KMC's Collocation cost or materially delay KMC's occupation and use of the Collocation Space, shall not assign Collocation Space that will impair the quality of service or otherwise limit the service that KMC wishes to offer. Sprint will designate the location of the collocation space, however, if available in the designated area, Sprint will offer KMC space that has already been prepared and conditioned for collocation, provided, however, that additional conditioning and preparation of the space may be necessary to meet KMC's requirements. If Sprint assigns unconditioned space when conditioned space is available, Sprint will show that operational

constraints unrelated to Sprint or any of its affiliates or subsidiaries competitive concerns required that KMC be assigned the unconditioned space. KMC may challenge a space assignment with the state Commission if KMC believes that the assignment is unjust, unreasonable, or discriminatory, violates the FCC rules, or violates any additional consistent rules the state Commission has established. Sprint shall not impose maximum space limitations on KMC unless otherwise authorized by the state Commission. The amount of space requested by KMC may include an amount sufficient to accommodate its needs for up to eighteen (18) months and such space reservation shall be at Parity.

7. PROVISIONING INTERVALS

- 7.1. Sprint will complete construction of Caged Physical (including Shared Caged), Cageless Physical, and Virtual Collocation arrangements within ninety (90) calendar days of receipt of a BFFO. Sprint will complete construction of Adjacent Collocation arrangements (as defined in 3.4) within one hundred twenty (120) calendar days of receipt of a BFFO. If Sprint is unable to complete construction as provided herein, the parties may agree to a mutually acceptable interval or Sprint may petition the Commission for waiver

8. CONSTRUCTION AND COMMENCEMENT OF BILLING

- 8.1. Sprint shall permit KMC or its designated subcontractor to perform the construction of physical collocation space, provided however, that any such KMC subcontractor shall be subject to Sprint's security standards. In the event that Sprint implements a vendor certification plan, KMC shall use best efforts to ensure that any subcontractors secured by KMC are subject to a similar certification process. KMC will notify Sprint in writing when construction of physical collocation space is complete.
- 8.2. Sprint Inspection. Sprint shall have the right to inspect KMC's completed installation of equipment and facilities prior to KMC turning up such equipment and facilities. KMC shall provide written notification to Sprint when KMC has completed its installation of equipment and facilities in the Collocation space, and Sprint shall, within five (5) Business Days of receipt of such notice, either (i) inspect such Collocation space or (ii) notify KMC that Sprint is not exercising its right to inspect such Collocation space at that time and that KMC may turn up its equipment and facilities. Failure of Sprint to either inspect the Collocation space or notify KMC of its election not to inspect such space within the foregoing five (5) Business Day period shall be deemed an election by Sprint not to inspect such Collocation space. KMC shall have the right to be present at such inspection, and if KMC is found to be in non-compliance with the terms and conditions of this Agreement that relate to the installation and use of KMC's Collocated equipment and facilities, KMC shall modify its installation to achieve compliance prior to turning up its equipment and

facilities.

- 8.3. To the extent Sprint performs the construction of the Physical Collocation Arrangement, Sprint shall construct the Collocated Space in compliance with mutually agreed collocation request. Any deviation to KMC's order must thereafter be approved by KMC. The Parties acknowledge that KMC approved deviations may require additional construction time and may incur additional KMC expenses. KMC shall pay the agreed upon incremental cost incurred by Sprint as the result of Revision applicable to construction of any Collocation Space.
- 8.4. Permits. Each Party or its agents will diligently pursue filing for the permits required for the scope of work to be performed by that Party or its agents.
- 8.5. Acceptance Walk Through. Sprint will notify KMC when construction of a Collocation Space is complete. The Parties will complete an acceptance walk through of each provisioned Collocation Space. Sprint will commence to correct any deviations to KMC's original or jointly amended requirements within five (5) calendar days after the walk through. If KMC does not conduct an acceptance walk through within 15 days of the notification that the Collocation Space construction is complete, KMC will be deemed to have accepted the Collocation Space and billing will commence.
- 8.6. If, at anytime, KMC cancels its order for Physical Collocation, Caged, Shared Cage, or Adjacent Space Collocation, or Virtual Collocation, KMC will reimburse Sprint for any actual reasonable expenses incurred and not already paid, which may include incidental equipment costs, material ordered, provided or used; labor, transportation, DS0, DS1 and DS3 cable and all other associated costs. Sprint shall provide KMC with a detailed listing showing the costs incurred and other appropriate documentation to validate the expense.
- 8.7. Billing for terminations (also referred to as circuit facility assignments) begins when services are ordered to those terminations via an ASR or an LSR.

9. EQUIPMENT

- 9.1. Equipment Type. KMC may locate equipment necessary for interconnection and accessing Sprint's unbundled network elements in accordance with Applicable Law, including but not limited to 47 U.S.C. 251 (C) (3), 47 U.S.C. 251 (C) (2), and 47 CFR 51.323(b-c).
 - 9.1.1 Equipment that is necessary for interconnection or access to unbundled network elements shall include, but is not limited to, optical terminating equipment, fiber distribution frames, ATM multiplexers, concentration devices, DSLAMs, and microwave

transmission facilities, as well as splitters, equipment to light dark fiber, and ancillary equipment that enables a requesting carrier to assure proper provisioning and functioning of other collocated equipment, transmission equipment, optical terminating equipment and multiplexers, digital subscriber line access multiplexers, routers, asynchronous transfer mode multiplexers, multifunction equipment, remote switching modules, fiber distribution frames, splitters, concentrators, cross-connect systems and switching equipment other than traditional circuit switches. Subject to the provisions of this Attachment, KMC may use such equipment in conjunction with the purchase of BellSouth's tariffed services, interconnection facilities, and unbundled network elements.

9 1 2. Sprint may object to the collocation of equipment based on criteria in accordance with procedures and limitations established by applicable FCC and Commission rules and orders. With the exception of equipment set forth in this Attachment, Sprint may not block collocation and use of equipment while a proceeding to determine whether Sprint may block such placement is pending. If Sprint prevails in such a proceeding, KMC will remove such equipment from the collocation within thirty (30) days of receipt of a written request to do so from Sprint, or as otherwise set forth in the relevant Commission order.

9 1.3. Whenever Sprint objects to collocation by KMC for purposes within the scope of Section 251 (c) (6) of the Act, Sprint shall prove to the state commission that the equipment is not necessary for interconnection or access to unbundled network elements under the standards set forth above in this Section.

9.2. KMC's equipment and facilities shall not be placed or operated in such a manner that creates hazards or causes physical harm to any individual or the public.

9 3 All equipment to be collocated must meet Level 1 safety requirements as set forth in Telcordia Network Equipment and Building Specifications (NEBS), but Sprint will not impose safety requirements on KMC that are more stringent than the safety requirements it imposes on its own equipment. If Sprint denies collocation of KMC's equipment, citing safety standards, Sprint must provide to KMC within five (5) business days of the denial a list of all equipment that Sprint locates within the Premises in question, together with an affidavit attesting that all of that equipment meets or exceeds the safety standard that Sprint contends the competitor's equipment fails to meet. In the event that Sprint believes that the collocated equipment is not necessary for interconnection or access to unbundled network elements or determines that KMC's equipment does not meet NEBS Level 1 safety requirements, KMC will be given ten (10) calendar days to comply with the requirements or remove the equipment from the collocation space. If the parties do not resolve the dispute, the

Parties may file a complaint at the Commission seeking a formal resolution of the dispute. While the dispute is pending, Sprint will not prevent or otherwise delay installation of the disputed equipment in the Collocation space; however, KMC will not activate the equipment during the pendency of the dispute.

- 9.4. KMC must notify Sprint in writing that collocation equipment installation is complete and is operational with Sprint's network. If KMC fails to place operational telecommunications equipment in the collocated space and connect with Sprint's network within 180 calendar days of KMC's acceptance of Sprint's price quote, or other time period mutually agreed to by the KMC and Sprint, Sprint may terminate the applicable Collocation Space upon written notice. KMC will reimburse Sprint for any actual reasonable expenses incurred and not already paid, which may include incidental equipment costs, material ordered, provided or used; labor, transportation, DS0, DS1 and DS3 cable and all other associated costs. Sprint shall provide KMC with a detailed listing of the costs and other appropriate documentation to validate the expense.

10. AUGMENTS AND ADDITIONS

- 10.1. When KMC modifies the Collocation Arrangement or adds equipment that requires no additional space preparation work on the part of Sprint, Sprint may not impose additional charges or additional intervals that would delay the KMC's operation. KMC will notify Sprint of the modifications or additional equipment prior to installation.
- 10.2. Sprint will provide reduced intervals, not to exceed the interval for a new collocation space, to KMC with existing physical collocation space that requests augments. In such instances, the KMC must provide an accurate front equipment view (a.k.a. rack elevation drawing) specifying bay(s) for the KMC's point of termination.
- 10.3. The reduced provisioning interval will apply only when KMC provides a complete Application accompanied by the applicable Application Fee.
- 10.4. KMC must submit an Application and applicable Application fee to obtain a price quote. The price quote will contain the charges and the construction interval for that application. The construction interval for augments will not exceed ninety (90) calendar days from BFFO. If special or major construction is required, Sprint will work cooperatively with KMC to negotiate mutually agreeable construction intervals for augments.

11. USE OF COMMON AREAS

- 11.1. KMC, its employees, agents and invitees shall have a non-exclusive right to use those portions of the common area of the Building as are designated by Sprint from time to time, including, but not limited to, the right to use rest rooms in proximity to the Collocation Space, corridors and other access ways from the entrance to the Building, the Collocation Space, and

the parking areas for vehicles of persons while working for or on behalf of KMC at the Collocation Space; provided, however, that Sprint shall have the right to reserve parking spaces for Sprint's exclusive use or use by other occupants of the Building. Sprint does not guarantee that there is or will be sufficient parking spaces in parking areas to meet KMC's needs. Sprint does not guarantee that restroom facilities or water will be available. All common areas shall remain under the exclusive control and management of Sprint, and Sprint shall have the right to change the level, location and arrangement of parking areas and other common areas, as Sprint may deem necessary. Use of all common areas shall be subject to such reasonable rules and regulations as Sprint may from time to time impose, consistent with KMC's right to access its Collocation Space.

- 11.2. Water. Sprint, where water is available for its own use, shall furnish running water from regular Building outlets for drinking, lavatory and toilet purposes drawn through fixtures installed by Sprint, for the non-exclusive use of KMC, Sprint and any other building occupant. KMC shall not waste or permit the waste of water
- 11.3. Security Service. Sprint shall furnish Building and Premises security in accordance with its normal business practices. Other than the locks on the entrances to the Collocation Space, Sprint shall provide no security specific to KMC's Collocation Space. Sprint shall not be liable to KMC or any other party for loss of or damage to the Collocation Space or KMC equipment unless Sprint has failed to provide Building and Premises security in accordance with its normal business practices.

- 11.4. Security Violations. Each Party reserves the right to interview the other Party's employees, agents, or suppliers in the event of wrongdoing in or on Sprint's property, or KMC's Collocation Space, or involving Sprint's, KMC's, or another collocated telecommunications carrier's property or personnel, provided that the Party shall provide reasonable notice to the other Party's designated security representative of such interview. Additionally, each Party reserves the right to bill the other Party for all reasonable costs associated with investigations involving its employees, agents, or suppliers if it is established and mutually agreed in good faith that the either Party's employees, agents, or suppliers are responsible for the alleged act. Each Party shall bill the other Party for the replacement or repair of property, as appropriate, which is stolen or damaged where an investigation determines the culpability of the other Party's employees, agents, or suppliers and where the other Party agrees, in good faith, with the results of such investigation. Each Party agrees that it shall notify the other Party in writing immediately in the event that it discovers one of its employees working on the Premises is a possible security risk. Upon request of the other Party, the Party who is the employer shall discipline consistent with its employment practices, up to and including removal from Sprint's Premises, any employee found to have violated the security and safety requirements of this Attachment.
- 11.5. Accountability. Full compliance with the Security requirements of this Attachment shall in no way limit the accountability of either Party to the other for the improper actions of its employees.
- 11.6. Sprint will use its best efforts to adequately secure the area which houses KMC's equipment to prevent unauthorized entry. Sprint will immediately notify KMC's emergency contact of any actual or attempted security breaches to the KMC collocations space to the extent Sprint become aware of such breaches.
- 11.7. Elevator Service. Sprint shall furnish passenger elevator service as necessary to reach the Collocation Space or common areas to which KMC has access pursuant to the terms of this Agreement 24 hours a day, seven days a week. Freight elevator service when used by KMC's contractors, employees or agents shall be provided in a non-discriminatory manner as reasonably determined by Sprint.

12. CROSS CONNECTIONS

- 12.1. Adjacent in this Section 12 refers to collocation arrangements in the same Premises that have a common border; and is not referring to the form of Physical Collocation as described in CFR Part 47 51.323(k)(3).
- 12.2. For the term of this Agreement, unless earlier terminated, Sprint shall furnish the following services:
- 12.2.1. Interconnection. Sprint, at its sole discretion, shall permit KMC to interconnect its network, via cross-connect facilities ("XC"),

- with that of another adjacently collocated telecommunications carrier at the Sprint Premises. A XC is a cabling scheme between cabling runs (including dark fiber), subsystems, and equipment using patch cords or jumper wires that attach the cabling scheme to connection hardware on each end, as defined and described by the FCC in its applicable rules and orders. Rates are set forth in Table XX of this Attachment. KMC may provision XCs within its Collocation Space without application or additional charges by Sprint. Sprint will provide such cross-connect facilities for non-adjacent locations at the expense of KMC per KMC's request.
- 12.3. Co-Carrier Cross Connect (CCXC). CCXCs are XCs between KMC and another collocated telecommunications carrier other than Sprint and is only available when both collocation arrangements (either caged, cageless, and/or virtual) being interconnected are within the same Sprint premises. Sprint shall provide such CCXC connections from KMC's collocation arrangement to the collocation arrangement of another telecommunications carrier in the same Sprint premises under the terms and conditions of this Attachment. CCXC is provided at the same transmission level from KMC to another telecommunications carrier.
- 12.4. Direct Connect ("DC"). Sprint will provide for interconnection directly between KMC's virtual and/or physical collocation arrangements within the same Central Office by utilizing a Direct Connect ("DC"). The DC shall be provisioned through facilities owned by KMC. In those cases where KMC's virtual and/or physical collocation space is contiguous in the central office, KMC will have the option of using KMC's own technicians to deploy DC's using either electrical or optical facilities between the collocation spaces and constructing its own dedicated cable support structure.
- 12.5. Sprint will provision cabling necessary to complete interconnection in compliance with 41CFR 51.323(h).
- 12.6. KMC may provision the CCXC using its own technicians or Sprint technicians to place the CCXC. The CCXC shall be provisioned through facilities owned or leased by KMC. Such connections to other collocated telecommunications carriers may be made using either optical or electrical facilities (lit or dark). In cases where KMC's equipment and the equipment of the other collocated telecommunications carrier are located in contiguous caged Collocation Spaces, KMC may use its own technicians to install CCXCs using either electrical or optical facilities (and associated patch cords, jumper cables, tie-pairs, etc.) between the equipment to both collocated telecommunications carriers and construct a dedicated cable support structure, if needed, between the to contiguous cages, KMC shall deploy such optical facilities.
- 12.7. Transmission Facility Options. For Physical Collocation and Virtual

Collocation, KMC may purchase unbundled transmission facilities (and any necessary Cross-Connection) from Sprint, provide its own transmission facilities, or utilize the transmission facilities of a third party. The transmission facilities shall be terminated at KMC's Collocation Space or at a mutually agreed upon location within Sprint's Premises

13. ENTRANCE FACILITIES

- 13.1. KMC may elect to place KMC owned or KMC leased (from Sprint or a third party provider) fiber entrance facilities (including but not limited to, fiber, microwave, copper, or coaxial entrance facilities) into its Collocation Space. Sprint will designate the point of interconnection as close as reasonably possible to the Premises building housing the Collocation Space, such as an entrance manhole or a cable vault, which are physically accessible by both Parties. KMC will provide and place fiber cable at the point of entrance (in the entrance manhole) of sufficient length to be pulled through conduit and into the splice location. KMC will provide and install a sufficient length of retardant riser cable, to which the entrance cable will be spliced by Sprint. KMC is responsible for maintenance of its entrance facilities.
- 13.2. Dual Entrance Facilities. Sprint will provide at least two (2) interconnection points at each Premise where at least two such interconnection points are available and capacity exists. Upon receipt of a request by KMC for dual entrance facilities to its physical Collocation Space, Sprint shall provide KMC with information regarding Sprint's capacity to accommodate the requested dual entrance facilities. If conduit in the serving manhole(s) is available and is not reserved for another purpose or for utilization within twelve (12) months of the receipt of an application for collocation, Sprint will make the requested conduit space available for installing a second entrance to KMC's arrangement. The location of the serving manhole(s) will be as close as reasonably possible to the Premises housing the Collocation Space.
- 13.3. Shared Use. KMC may utilize the spare capacity on an existing interconnector's entrance facility for the purpose of providing an entrance facility to KMC's collocation arrangement within the same Premises. Sprint shall allow the splice, as long as the fiber is non-working dark fiber

14. RATES

- 14.1. The rates for collocation are listed on Table Two.
- 14.2. If KMC is the first collocater in the Sprint premises, KMC will not be responsible for the entire cost of site preparation and security. However, ancillary charges for unique collocater requests for collocation options directly attributable to the requesting collocater will not be prorated.

Examples include power arrangements, remote switch module related options and POT bay-related options

- 14.3. The rates and charges in this Agreement do not include costs for any Americans with Disability Act (ADA) construction generated or caused by the physical collocation space request. If required, ADA construction will be provided on an ICB. If Sprint is required to upgrade a Premises, or portion of the Premises to comply with the ADA which arises as a direct result of KMC's Collocation Arrangement, Sprint will prorate the total forward-looking economic cost of the upgrade, and allocate the charge to each KMC collocated within the Premises, based on the total space utilized by each collocated KMC. Should Sprint benefit in any way whatsoever from the ADA upgrades, it shall share in the proration of costs. Should Sprint be the sole beneficiary of an upgrade (e.g., an upgrade would have had to be made regardless of whether or not a KMC was collocated in the Premises), Sprint shall absorb all of the costs related to such an upgrade.

14.4. Facility Modifications

- 14.4.1. To the extent that a modification is made for the specific benefit of any particular party, costs of modification are to be proportionately born by those who directly benefit including the ILEC. The cost is allocated using the proportion of the new space occupied to the total new space made available.
- 14.4.2. If a non-requesting party benefits from the modification, e.g. using the opportunity to bring their equipment or arrangement into compliance with certain standards, or making adjustments leading to improvement, then the party will be deemed to be sharing. This party will be responsible for its share of the modification costs.
- 14.4.3. None of the costs will be allocated to a third party that gains incidental benefit, but did not cause the modification or modify their facilities.
- 14.4.4. If a current user of space subsequently initiates new uses of the modified facility by other parties to avoid modification costs or if new entrants use the facility, they will share in the modification costs. The modifying party(s) may recover a proportionate share of the modification costs from parties that later are able to obtain access as a result of the modification. If measurable depreciation has occurred of the modification, the subsequent party may pay a lower cost.
- 14.4.5. Parties requesting or joining in a modification also will be responsible for resulting costs to maintain the facility on an ongoing basis.

15. SPRINT SERVICES AND OBLIGATIONS

15.1 Environmental Controls. Sprint shall furnish air conditioning and/or other environmental controls for the area in which the Collocation Space is located in a manner consistent with those provided elsewhere in the Building. Sprint shall furnish air conditioning and/or other environmental controls for the Collocation Space based on information provided by KMC to Sprint in its Application which KMC hereby represents to Sprint is sufficient to allow the KMC equipment to function without risk of harm or damage to the Collocation Space, the Building or any equipment or facilities of Sprint or any other occupant of the Building. These environmental conditions shall adhere to Telcordia Network Equipment Building System (NEBS) standards GR-63-CORE Issue 2 or other mutually agreed standards.

15.1.1. If KMC locates equipment or facilities in the Collocation Space which Sprint determines, in the exercise of its sole discretion, affect the temperature or other environmental conditions otherwise maintained by Sprint in the Building, Sprint reserves the right to provide and install supplementary air conditioning units or other environmental control devices in the Collocation Space, and the cost of providing, installing, operating and maintaining any such supplementary air conditioning units or other environmental control devices made necessary solely by KMC's equipment or facilities shall be paid by KMC to Sprint. If supplementary air conditioning units or other environmental control devices are required for more than one KMC each KMC will pay a pro-rata share of such costs, in proportion to the space occupied by each as compared to the total space available for collocation

15.1.2. Health Related Facilities and Parking. KMC authorized personnel will have reasonable access to health related facilities (e.g., bathrooms, eyewash stations, shower stations, drinking water, etc. within the Premises), as well as availability to existing as well as available parking.

15.2 Electricity. If Sprint, in the exercise of its reasonable business judgment, determines that the electricity provided to KMC pursuant to this Section is insufficient to support the activity being carried on by the KMC in the Collocation Space, Sprint may require the installation of additional electrical circuits to provide KMC with additional electricity and KMC shall reimburse Sprint for any expenses incurred in making such additional electrical circuits available to KMC's Collocation Space. KMC shall also pay for additional electricity provided via these circuits.

15.2.1. KMC covenants and agrees that Sprint shall not be liable or responsible to KMC for any loss, damage or expense which

KMC may sustain or incur if either the quality or character of electrical service is changed or is no longer suitable for KMC's requirements; provided however that Sprint shall provide reasonable advance notification of any changes which may impact KMC to the extent Sprint is provided such notice.

- 15.2.2 KMC agrees to request in writing, via a complete and accurate Application, all electrical needs to power its equipment. The Application shall contain the total power needs, the date needed, and the exact location where termination of the electrical power shall occur. Actual power usage of the KMC's equipment shall not exceed the requested capacity.
- 15.2.3 Central office power supplied by Sprint into the KMC equipment area shall be supplied in the form of power feeders (cables) on cable racking into the designated KMC equipment area. The power feeders (cables) shall efficiently and economically support the requested quantity and capacity of KMC equipment. The termination location shall be as agreed by the parties.
- 15.2.4. Sprint shall provide power as requested by KMC to meet KMC's need for placement of equipment, interconnection, or provision of service.
- 15.2.5. Sprint power equipment supporting KMC's equipment shall.
 - 15.2.5.1. Comply with applicable industry standards (e.g., Telcordia, NEBS and IEEE) or manufacturer's equipment power requirement specifications for equipment installation, cabling practices, and physical equipment layout or at minimum, at parity with that provided for similar Sprint equipment;
 - 15.2.5.2. Have redundant power feeds with physical diversity and battery back-up as required by the equipment manufacturer's specifications for KMC equipment, or, at minimum, at parity with that provided for similar Sprint equipment;
 - 15.2.5.3 Provide, upon KMC's request and at KMC's expense, the capability for real time access to power performance monitoring and alarm data that impacts (or potentially may impact) KMC traffic;
 - 15.2.5.4. Provide central office ground, connected to a ground electrode located within the Collocated Space, at a level above the top of KMC equipment plus or minus 2 feet to the left or right of KMC's final request; and
 - 15.2.5.5 Provide feeder cable capacity and quantity to support the ultimate equipment layout for KMC's equipment in accordance with KMC's collocation request.

- 15.2.6 Sprint shall provide cabling that adheres to Telcordia Network Equipment Building System (NEBS) standards GR-63-CORE Issue 2;
 - 15.2.7. Sprint shall provide Lock Out-Tag Out and other electrical safety procedures and devices in conformance with the most stringent of OSHA or industry guidelines.
 - 15.2.8 Sprint will provide KMC with written notification within ten (10) business days of any scheduled AC or DC power work or related activity in the collocated facility that will or might cause an outage or any type of power disruption to KMC equipment located in Sprint facility. Sprint shall provide KMC immediate notification by telephone of any emergency power activity that would impact KMC's equipment.
- 15.3. Fire Safety System. Subject to the provisions of Section 6.6.3 hereof, Sprint may furnish an existing Halon 1301 Fire Suppression System, or may, but is not obligated to, provide its equivalent, to provide fire protection in the Collocation Space designed to comply with the National Fire Protection Association ("NFPA") 12A Standard on Halon 1301 Fire Extinguishing Systems or with NFPA standard 2001 dealing with alternative fire suppression agents. Sprint shall furnish fire and smoke detection systems designed to comply with the NFPA 72E Standard on Automatic Fire Detectors in effect as of the collocation date.
- 15.3.1 Stand alone fire extinguishers will be provided in and about the Building and the Collocation Space by Sprint as required by applicable fire codes.
 - 15.3.2. Sprint and Sprint's insurance carriers will perform regular inspections of fire protection systems, and KMC hereby agrees to provide Sprint and Sprint's insurance carriers access to the Collocation Space for purposes of such inspections, via pass key or otherwise. Sprint agrees to provide KMC with notice of its intent to access KMC's Collocation Space where, in Sprint's sole discretion, such notice is practicable; provided, however, that no failure of Sprint to give such notice will affect Sprint's right of access or impose any liability on Sprint. Sprint will, at its expense, maintain and repair the fire and smoke detection systems unless maintenance or repair is required due to the act or omission of KMC, its employees, agents or invitees, in which case KMC shall reimburse Sprint for the cost of such repair or replacement. If a Halon or alternative fire suppression system is in place, the KMC shall, if at fault, and at Sprint's option, replace Halon or other fire extinguishing material discharged as a result of KMC's act or omission. KMC shall have no duty to inspect fire protection systems outside the Collocation Space; provided,

however, if KMC is aware of damage to the fire protection systems it shall promptly notify Sprint.

- 15.3.3. KMC is aware the Collocation Space will contain a fire detection system and may contain a fire suppression system. In the event of discharge, Sprint is relieved of all liability for damage to equipment or personal injury except in cases where such damage to equipment or personal injury is due to the gross negligence or willful misconduct of Sprint, its officers, agents or employees.

- 15.4. Repairs. Sprint shall, at its sole expense, except as hereinafter provided, provide repair and maintenance of heating, cooling and lighting equipment and regularly scheduled refurbishment or decorating to the Collocation Space, Building and Premises, in a manner consistent with Sprint's normal business practices.

- 15.4.1. Sprint shall not be obligated to inspect the Collocation Space, make any repairs or perform any maintenance unless first notified of the need in writing by KMC. If Sprint shall fail to commence such repairs or maintenance within 20 days after written notification, provided that such delays are not caused by KMC, KMC's sole right and remedy shall be, after further notice to Sprint, to make such repairs or perform such maintenance and to deduct that cost and expenses from the physical collocation fees payable; provided, however, that the amount of such deduction shall not exceed the reasonable value of such repairs or maintenance.

- 15.4.2. Sprint shall, where practical, provide KMC with five (5) business days prior notice before making repairs and/or performing maintenance on the Collocation Space, provided, however, that Sprint shall have no obligation to provide such notice if Sprint determines, in the exercise of its sole discretion, that such repair or maintenance must be done sooner in order to preserve the safety of the Building or the Collocation Space, or if required to do so by any court or governmental authority. Notwithstanding the foregoing, where advance notice of an emergency maintenance repair is not given as provided herein, Sprint shall notify KMC of the requirement and work performed within eight (8) business hours of completing the work. Work shall be completed during normal working hours or at other times identified by Sprint; provided, however, that KMC shall pay Sprint for overtime and for any other expenses incurred if such work is done during other than normal working hours at KMC's request. KMC shall have the right, at its sole expense, to be present during repair or maintenance of the Collocation Space.

- 15.4.3. The cost of all repairs and maintenance performed by or on behalf of Sprint to the Collocation Space which are, in Sprint's

reasonable judgment, beyond normal repair and maintenance, or are made necessary as a result of misuse or neglect by KMC or KMC's employees, invitees or agents, shall be paid by KMC to Sprint within 10 days after being billed for such repairs and maintenance by Sprint.

- 15.5. Sprint shall provide KMC with notice via email three (3) business days prior to those instances where Sprint or its subcontractors perform work which is known to be a service affecting activity. Sprint will inform KMC by e-mail of any unplanned service outages. Notification of any unplanned service outages shall be made as soon as practicable after Sprint learns that such outage has occurred, but no more than eight (8) hours after such outage
- 15.6. Interruption of Services. Sprint reserves the right to stop any service when Sprint deems such stoppage necessary by reason of accident or emergency, or for repairs, improvements or otherwise; however, Sprint agrees to use its best efforts not to interfere with KMC's use of Collocation Space. Sprint does not warrant that any service will be free from interruptions caused by labor controversies, accidents, inability to obtain fuel, water or supplies, governmental regulations, or other causes beyond the reasonable control of Sprint
 - 15.6.1 No such interruption of service shall be deemed an eviction or disturbance of KMC's use of the Collocation Space or any part thereof, or render Sprint liable to KMC for damages, by abatement of KMC Fees or otherwise, except as set forth in the Tariff, or relieve KMC from performance of its obligations under this Agreement. KMC hereby waives and releases all other claims against Sprint for damages for interruption or stoppage of service
- 15.7. Access For physical collocation, subject to reasonable building rules and any applicable Security Arrangements, KMC shall have the right of entry twenty-four (24) hours per day seven (7) days a week to the Building, common areas, Collocation Space and common cable space.
 - 15.7.1. Sprint, at KMC's expense, may issue non-employee photo identification cards for each KMC employee or vendor. Temporary identification cards may otherwise be provided by Sprint for employees or agents, contractors and invitees of KMC who may require occasional access to the Collocation Space
 - 15.7.2. Sprint may issue access cards, codes, or keys to KMC's listed employees or vendors where such systems are available and their use by KMC will not otherwise compromise building security.
 - 15 7.3. Sprint reserves the right to close and keep locked all entrance and exit doors of the Premises during hours Sprint may deem advisable for the adequate protection of the Premises Use of the

Premises at any time it is unattended by appropriate Sprint personnel, or on Sundays and state and federal or other holidays recognized by Sprint, or, if KMC's Collocation Space is not fully segregated from areas of the Premises containing Sprint equipment, shall be subject to such reasonable rules and regulations as Sprint may from time to time prescribe for its own employees and third party contractors.

15 7 4 To require all persons entering or leaving the Premises during such hours as Sprint may from time to time reasonably determine to identify themselves to a watchman by registration or otherwise and to establish their right to leave or enter, and to exclude or expel any solicitor or person at any time from the Collocation Space or the Premises. Sprint assumes no responsibility and shall not be liable for any damage resulting from the admission or refusal to admit any unauthorized person or from the admission of any authorized person to the Premises, provided that such damage is not the result of gross negligence or willful misconduct on the part of Sprint.

15 8 Access Right of Sprint. Sprint shall have access to KMC's Physical Collocation Space at all times, via pass key or otherwise, to allow Sprint to react to emergencies, to maintain the space (not including KMC's equipment), and to monitor compliance with the rules and regulations of the Occupational Health and Safety Administration or Sprint, or other regulations and standards including but not limited to those related to fire, safety, health, and environmental safeguards. If a secure enclosure defining the location of the KMC's Collocation Space has been established, and if conditions permit, Sprint will provide KMC with notice (except in emergencies) of its intent to access the Collocation Space, thereby providing KMC the option to be present at the time of access. KMC shall not attach, or permit to be attached, additional locks or similar devices to any door or window, nor change existing locks or the mechanism thereof.

15 8.1. To enter the Collocation Space for the purposes of examining or inspecting same and of making such repairs or alterations as Sprint deems necessary. KMC hereby waives any claim for damage, injury, interference with KMC's business, any loss of occupancy or quiet enjoyment of the Collocation Space, and any other loss occasioned by the exercise of Sprint's access rights, except in the event such damages result solely from the gross negligence or willful misconduct of Sprint.

15.8.2. To use any means Sprint may deem proper to open Collocation Space doors or enclosures in an emergency. Entry into the Collocation Space obtained by Sprint by any such means shall not be deemed to be forcible or unlawful entry into or a detainment of or an eviction of KMC from the Collocation Space.

or any portion thereof.

15.9. Trouble Status Reports

15.9.1. The Parties are responsible for making best efforts to provide prompt verbal notification to each other of significant outages or operations problems which affect the Collocation Space or Premises, to the extent it affects the Collocation Space with an estimated clearing time for restoration, if known. In addition, each Party will provide notification as soon as reasonably practical.

16. KMC'S OBLIGATIONS

- 16.1. Inspection and Janitorial. KMC shall regularly inspect the Collocation Space to ensure that the Collocation Space is in good condition. KMC shall promptly notify Sprint of any damage to the Collocation Space or of the need to perform any repair or maintenance of the Collocation Space, fixtures and appurtenances (including hardware, heating, cooling, ventilating, electrical and other mechanical facilities in the Collocation Space). KMC shall provide regular janitorial service to its Collocation Space and keep the Collocation Space clean and trash free.
- 16.2. Security Arrangements. KMC agrees to abide by all of Sprint's security practices for non-Sprint employees with access to the Building, including, without limitation:
 - 16.2.1. KMC will supply to Sprint, and update as changes occur, a list of its employees or approved vendors who require access to the Premises. The list will include the social security numbers of all such individuals. Sprint may reasonably object to any person on the list, in which case that person will be denied entry into the building. Sprint's objections will be consistent with the grounds for denying access to personnel of its own contractors or for denying employment directly with Sprint.
 - 16.2.2. KMC is responsible for returning identification and access cards, codes, or keys of its terminated employees or its employees who no longer require access to the Collocation Space. All cards, codes, or keys must be returned upon termination of the applicable Collocation Space. KMC will reimburse Sprint actual costs due to unreturned or replacement cards, codes, or keys.
 - 16.2.3. KMC's employees, agents, invitees and vendors must display identification cards at all times.
 - 16.2.4. KMC will assist Sprint in validation and verification of identification of its employees, agents, invitees and vendors by providing a telephone contact available 24 hours a day, seven days a week to verify identification.

- 16.2.5. Removal of all furniture, equipment or similar articles will be based on local Sprint security practices. These security practices will not be more stringent for KMC than Sprint requires for its own employees or Sprint's contractors.
- 16.2.6 Before leaving the Collocation Space unattended, KMC shall close and securely lock all doors and windows and shut off unnecessary equipment in the Collocation Space. Any injury to persons or damage to the property of Sprint or any other party with equipment in the Building resulting from KMC's failure to do so shall be the responsibility of KMC. KMC will defend and indemnify Sprint from and against any claim by any person or entity resulting in whole or in part from KMC's failure to comply with this section.
- 16.2.7 KMC agrees that Sprint may provide a security escort for physical collocation, at no cost or undue delay to KMC, to KMC personnel while on Sprint Premises. While such escort shall not be a requirement to KMC's entry into the Building, KMC must allow the security escort to accompany KMC personal at all times and in all areas of the Building, including the Collocation Space, if so requested.
- 16.2.8. KMC shall post in a prominent location visible from the common Building area, the names and telephone numbers of emergency contact personnel along with names and telephone numbers of their superiors for 24 hour emergency use by Sprint. KMC shall promptly update this information as changes occur.
- 16.3. Electricity. KMC will provide Sprint with written notification within ten (10) business days of any scheduled AC or DC power work or related activity in the collocated facility that will or might cause an outage or any type of power disruption to Sprint equipment located in KMC facility. KMC shall provide Sprint immediate notification by telephone of any emergency power activity that would impact Sprint equipment.
- 16.4. Uninterruptible Power Supply (UPS). KMC shall not provision and/or install UPS systems within the Sprint premises. The customer is permitted to install Inverted Power Systems if and only if documented compliance with National Equipment Building Standards (NEBS) III and Listing by Underwriters Laboratory (UL) has been met.
- 16.5 Electro-Chemical Stationary Batteries. KMC shall not place Electro-Chemical Storage Batteries of any type inside the collocation space.
- 16.6 Interruption of Services KMC shall provide Sprint with written notice three (3) business days prior to those instances where KMC or its subcontractors perform work, which is to be a known service affecting activity. KMC will inform Sprint by e-mail of any unplanned service outages. The parties will then agree upon a plan to manage the outage so

as to minimize customer interruption. Notification of any unplanned service outage shall be made as soon as practicable after KMC learns that such outage has occurred so that Sprint can take any action required to monitor or protect its service.

- 16.7. Telephone KMC may, at its own expense, install and maintain regular business telephone service in the Collocation Space. If requested by KMC and at KMC's expense, Sprint will provide basic telephone service with a connection jack in the Collocation Space.
- 16.8. Fire Protection Systems. KMC shall, with the prior written consent of Sprint, have the right to provide additional fire protection systems within the Collocation Space; provided, however, that KMC may not install or use sprinklers or carbon dioxide fire suppression systems within the Building or the Collocation Space.
 - 16.8.1. If any governmental bureau, department or organization or Sprint's insurance carrier requires that changes or modifications be made to the fire protection system or that additional stand alone fire extinguishing, detection or protection devices be supplied within that portion of the Building in which the Collocation Space of KMCs in general are located, such changes, modifications, or additions shall be made by Sprint and KMC shall reimburse Sprint for the cost thereof in the same proportion as the size of the KMC's Collocation Space as compared to the total available collocation space in the affected portion of the Building.
- 16.9. Hazardous Materials KMC shall identify and shall notify Sprint in writing of any Hazardous Materials KMC may bring onto the Premises, and will provide Sprint copies of any inventories or other data provided to State Emergency Response Commissions ("SERCs"), Local Emergency Planning Committees ("LEPCs"), or any other governmental agencies if required by the Emergency Planning and Community Right to Know Act (41 U.S.C. 11001, et seq.). KMC, its agents and employees shall transport, store and dispose of Hazardous Materials in accordance with all applicable federal, state or local laws, ordinances, rules and regulations. KMC will promptly notify Sprint of any releases of Hazardous Materials and will copy Sprint on any notification of or correspondence with any governmental agency which may be required by any environmental law as a result of such release.
 - 16.9.1. KMC shall provide Sprint copies of all Material Safety Data Sheets ("MSDSs") for materials or chemicals regulated under the OSHA Hazard Communication Standard (29 C.F.R. 1910.1200) that are brought onto the property. All such materials shall be labeled in accordance with 29 C.F.R. 1910.1200 and applicable state regulations if such regulations are more stringent.
 - 16.9.2. If Sprint discovers that KMC has brought onto Sprint's Premises

Hazardous Materials without notification, or is storing or disposing of such materials in violation of any applicable environmental law, Sprint may, at Sprint's option and without penalty, terminate the applicable Collocation Space or, in the case of pervasive violation, this Agreement or suspend performance hereunder. KMC shall be responsible for, without cost to Sprint, the complete remediation of any releases or other conditions caused by its storage, use or disposal of Hazardous Materials. KMC shall also be responsible for removing and disposing of all Hazardous Materials on its Collocation Space at the termination of the applicable Collocation Space or this Agreement. If Sprint elects to terminate the applicable Collocation Space or this Agreement or discontinue the performance of services hereunder due to the storage, use or disposal of Hazardous Materials contrary to the terms of this Agreement, KMC shall have no recourse against Sprint and shall be responsible for all costs and expenses associated with such termination or suspension of service in addition to being responsible for any remedies available to Sprint for defaults under this Agreement.

- 16.9.3. KMC shall indemnify and hold harmless Sprint, its successors and assigns against, and in respect of, any and all damages, claims, losses, liabilities and expenses, including, without limitation, all legal, accounting, consulting, engineering and other expenses, which may be imposed upon, or incurred by, Sprint or asserted against Sprint by any other party or parties (including, without limitation, Sprint's employees and/or contractors and any governmental entity) arising out of, or in connection with, KMC's use, storage or disposal of Hazardous Materials.
- 16.9.4. For purposes of this Section, "Hazardous Materials" shall mean any toxic substances and/or hazardous materials or hazardous wastes (including, without limitation, asbestos) as defined in, or pursuant to, the OSHA Hazard Communication Standard (29 CFR Part 1910, Subpart Z), the Resource Conservation and Recovery Act of 1976 (42 U.S.C. Section 6901, et seq.), or regulations adopted pursuant to those statutes, the Toxic Substances Control Act (15 U.S.C. Section 2601, et seq.), the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Section 9601, et seq.) or any other federal, state or local environmental law, ordinance, rule or regulation. The provisions of this Section shall survive the termination, cancellation, modification or recession of this Agreement.

- 16.10. Various Prohibited Uses. KMC shall not do or permit anything to be done

upon the Collocation Space, or bring or keep anything thereon which is in violation of any federal, state or local laws or regulations (including environmental laws or regulations not previously described), or any rules, regulations or requirements of the local fire department, Fire Insurance Rating Organization, or any other similar authority having jurisdiction over the Building. KMC shall not do or permit anything to be done upon the Collocation Space which may in any way create a nuisance, disturb, endanger, or otherwise interfere with the Telecommunications Services of Sprint, any other occupant of the Building, their patrons or customers, or the occupants of neighboring property, or injure the reputation of the Premises.

- 16.10.1. KMC shall not exceed the Uniformly Distributed Live Load Capacity. Sprint shall evaluate and determine Live Load Capacity rating on a site specific basis prior to equipment installation. KMC agrees to provide Sprint with equipment profile information prior to installation authorization.
- 16.10.2. KMC shall not paint, display, inscribe or affix any sign, trademark, picture, advertising, notice, lettering or direction on any part of the outside or inside of the Building, or on the Collocation Space, without the prior written consent of Sprint.
- 16.10.3. KMC shall not use the name of the Building or Sprint for any purpose other than that of the business address of KMC, or use any picture or likeness of the Building on any letterhead, envelope, circular, notice, or advertisement, without the prior written consent of Sprint.
- 16.10.4. KMC shall not exhibit, sell or offer for sale, rent or exchange in the Collocation Space or on the Premises any article, thing or service except those ordinarily embraced within the use of the Collocation Space specified in Sections 3 and 11 of this Agreement without the prior written consent of Sprint.
- 16.10.5. KMC shall not place anything or allow anything to be placed near the glass of any door, partition or window which Sprint determines is unsightly from outside the Collocation Space; take or permit to be taken in or out of other entrances of the Building, or take or permit to be taken on any passenger elevators, any item normally taken through service entrances or elevators; or whether temporarily, accidentally, or otherwise, allow anything to remain in, place or store anything in, or obstruct in any way, any passageway, exit, stairway, elevator, or shipping platform. KMC shall lend its full cooperation to keep such areas free from all obstruction and in a clean and neat condition, move all supplies, furniture and equipment directly to the Collocation Space as soon as received, and move all such items and waste, other than waste customarily removed by employees of the

Building

- 16.10.6. KMC shall not, without the prior written consent of Sprint install or operate any lead-acid batteries, refrigerating, heating or air conditioning apparatus or carry on any mechanical business in the Collocation Space. Sprint may, in its sole discretion, withhold such consent, or impose any condition in granting it, and revoke its consent at will.
- 16.10.7. KMC shall not use the Collocation Space for housing, lodging or sleeping purposes.
- 16.10.8. KMC shall not permit preparation or warming of food, presence of cooking or vending equipment, sale of food or smoking in the Collocation Space.
- 16.10.9. KMC shall not permit the use of any fermented, intoxicating or alcoholic liquors or substances in the Collocation Space or permit the presence of any animals except those used by the visually impaired
- 16.11. Rules of Conduct. KMC, its employees, agents, contractors, and business invitees shall:
 - 16.11.1. comply with all rules and regulations which Sprint may from time to time adopt for the safety, environmental protection, care, cleanliness and/or preservation of the good order of the Building, the Premises and the Collocation Space and its tenants and occupants, and
 - 16.11.2 comply, at its own expense, with all ordinances which are applicable to the Collocation Space and with all lawful orders and requirements of any regulatory or law enforcement agency requiring the correction, prevention and abatement of nuisances in or upon the Collocation Space during the Term of this Agreement or any extension hereof.
- 16.12. Alterations. KMC shall not make installations, alterations or additions in or to the Collocation Space without submitting plans and specifications to Sprint and securing the prior written consent of Sprint in each instance. Sprint's consent shall not be unreasonably withheld or unduly delayed for non-structural interior alteration to the Collocation Space that do not adversely affect the Building's appearance, value, structural strength and mechanical integrity. Such work shall be done at the sole expense of KMC.
 - 16.12.1 All installations, alterations and additions shall be constructed in a good and workmanlike manner and only new and good grades of material shall be used, and shall comply with all insurance requirements, governmental requirements, and terms of this Agreement. Work shall be performed at such times and in such manner as to cause a minimum of interference with Sprint's

transaction of business. KMC shall permit Sprint to inspect all construction operations within the Collocation Space.

- 16.12 2. All installations, alterations and additions which take the form of fixtures, except trade fixtures, placed in the Collocation Space by and at the expense of KMC or others shall become the property of Sprint, and shall remain upon and be surrendered with the Collocation Space. Upon termination of this Agreement, however, Sprint shall have the right to require KMC to remove such fixtures and installations, alterations or additions at KMC's expense, and to surrender the Collocation Space in the same condition as it was prior to the making of any or all such improvements, reasonable wear and tear excepted.

- 16.12.3. All fixtures and other equipment to be used by KMC in, about or upon the Collocation Space shall be subject to the prior written approval of Sprint, which shall not be unreasonably withheld.
- 16.13 Fireproofing Policy. KMC shall not cut or drill into, drive nails or screws into, install conduit or wires, or in any way deface any part of the Collocation Space or the Building, outside or inside, without the prior written consent of Sprint. If KMC desires signal, communications, alarm or other utility or service connections installed or changed, the same shall be made by and at the expense of KMC. Sprint shall have the right of prior approval of such utility or service connections, and shall direct where and how all connections and wiring for such service shall be introduced and run. In all cases, in order to maintain the integrity of the Halon space for proper Halon concentration, and to ensure compliance with Sprint's fireproofing policy, any penetrations by KMC, whether in the Collocation Space, the Building or otherwise, shall be sealed as quickly as possible by KMC with Sprint-approved fire barrier sealants, or by Sprint at KMC's cost.
- 16.14. Equipment Grounding. KMC equipment shall be connected to Sprint's grounding system.
- 16.15 Representations and Warranties KMC hereby represents and warrants that the information provided to Sprint in any Application or other documentation relative to KMC's request for telecommunications facility interconnection and Central Office Building collocation as contemplated in this Agreement is and shall be true and correct, and that KMC has all necessary corporate and regulatory authority to conduct business as a telecommunications carrier. Any violation of this Section shall be deemed a material breach of this Agreement.

17. BUILDING RIGHTS

- 17.1. Sprint may, without KMC's approval and upon reasonable advance notice to KMC:
- 17.1.1. Change the name or street address of the Premises;
 - 17.1.2. Install and maintain signs on the exterior and interior of the Premises or anywhere on the Premises;
 - 17.1.3. Designate all sources furnishing sign painting and lettering, ice, mineral or drinking water, beverages, foods, towels, vending machines or toilet supplies used or consumed in the Collocation Space;
 - 17.1.4. Have pass keys or access cards with which to unlock all doors in the Collocation Space, excluding KMC's safes;
 - 17.1.5. Reduce heat, light, water and power as required by any mandatory or voluntary conservation programs;

- 17 1 6. Approve the weight, size and location of safes, computers and all other heavy articles in and about the Collocation Space and the Building, and to require all such items and other office furniture and equipment to be moved in and out of the Building or Collocation Space only at such times and in such a manner as Sprint shall direct and in all events at KMC's sole risk and responsibility;
- 17.1.7. At any time, to decorate and to make, at its own expense, repairs, alterations, additions and improvements, structural or otherwise, in or to the Collocation Space, the Premises, or any part thereof (including, without limitation, the permanent or temporary relocation of any existing facilities such as parking lots or spaces), and to perform any acts related to the safety, protection or preservation thereof, and during such operations to take into and through the Collocation Space or any part of the Premises all material and equipment required, and to close or suspend temporarily operation of entrances, doors, corridors, elevators or other facilities, provided that Sprint shall limit inconvenience or annoyance to KMC as reasonably possible under the circumstances;
- 17.1.8. Do or permit to be done any work in or about the Collocation Space or the Premises or any adjacent or nearby building, land, street or alley;
- 17 1.9. Grant to anyone the exclusive right to conduct any business or render any service on the Premises, provided such exclusive right shall not operate to exclude KMC from the use expressly permitted by this Agreement, unless Sprint exercises its right to terminate this Agreement with respect to all or a portion of the Collocation Space,
- 17 1.10. Close the Building at such reasonable times as Sprint may determine, under such reasonable regulations as shall be prescribed from time to time by Sprint subject to KMC's right to access
- 17 2 If the owner of the Building or Sprint sells, transfers or assigns any interest in the Building, or there is any material change in the Lease to which the Building is subject, and such sale, transfers assignment or material change in the Lease gives rise to an obligation which is inconsistent with this Agreement, Sprint's performance under this Agreement shall be excused to the extent of the inconsistency Sprint hereby agrees that it will use its reasonable efforts to avoid any such inconsistency; provided, however, that this obligation shall in no way obligate Sprint to incur any out of pocket expenses in its efforts to avoid such inconsistencies
- 17 3 This Agreement shall at all times be subject and subordinate to the lien of

any mortgage (which term shall include all security instruments) that may be placed on the Collocation Space and KMC agrees, upon demand, to execute any instrument as may be required to effectuate such subordination.

18. INSURANCE

- 18 1. During the term of this Agreement, KMC shall carry, and shall cause any subcontractors to carry, with financially reputable insurers which are licensed to do business in all jurisdictions where any Property is located, not less than the following insurance:
 - 18 1.1. Commercial General Liability with limits of not less than \$1,000,000 combined single limit per occurrence and aggregate for bodily injury, property damage and personal and advertising injury liability insurance to include coverage for contractual and products/completed operations liability, naming Sprint as additional insured;
 - 18 1.2. Business Auto liability, including all owned, non-owned and hired automobiles, in an amount of not less than \$1,000,000 combined single limit per accident for bodily injury and property damage liability, naming Sprint as additional insured;
 - 18.1.3. Workers Compensation as provided for in the jurisdiction where the Property is located, with an Employer's Liability limit of not less than \$500,000 per accident or disease; and
 - 18.1 4. Umbrella or excess liability in an amount not less than \$5,000,000 per occurrence and aggregate in excess of the above-referenced Commercial General, Business Auto and Employer's Liability, naming Sprint as additional insured; and
 - 18.1.5. "All Risk" property insurance on a full replacement cost basis insuring KMC's property situated on or within the Property, naming Sprint as loss payee. KMC may elect to insure business interruption and contingent business interruption, as it is agreed that Sprint has no liability for loss of profit or revenues should an interruption of service occur
- 18 2. Nothing contained in this section shall limit KMC's liability to Sprint to the limits of insurance certified or carried.
- 18 3 All policies required of the KMC shall contain evidence of the insurer's waiver of the right of subrogation against Sprint for any insured loss covered thereunder. All policies of insurance shall be written as primary policies and not contributing with or in excess of the coverage, if any, that Sprint may carry.
- 18 4 KMC shall furnish to Sprint a certificate or certificates of insurance, satisfactory in form and content to Sprint, evidencing that the above coverage is in force and has been endorsed to guarantee that the coverage

will not be cancelled or materially altered without first giving at least 30 days prior written notice to Sprint

- 18.5. Sprint will carry not less than the insurance coverages and limits required of KMC.

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21. PARTIAL DESTRUCTION

- 21.1 If the Collocation Space or a portion thereof sufficient to make the Collocation Space substantially unusable shall be destroyed or rendered unoccupiable by fire or other casualty, Sprint may, at its option, restore the Collocation Space to its previous condition. KMC's rights to the applicable Collocation Space shall not terminate unless, within 90 days after the occurrence of such casualty, Sprint notifies KMC of its election to terminate KMC's rights to the applicable Collocation Space. If Sprint does not elect to terminate KMC's rights to the applicable Collocation Space, Sprint shall repair the damage to the Collocation Space caused by such casualty.
- 21.2. Notwithstanding any other provision of this Agreement to the contrary, if any casualty is the result of any act, omission or negligence of KMC, its agents, employees, contractors, KMCs, customers or business invitees, unless Sprint otherwise elects, the KMC's rights to the applicable Collocation Space shall not terminate, and, if Sprint elects to make such repairs, KMC shall reimburse Sprint for the cost of such repairs, or KMC shall repair such damage, including damage to the Building and the area surrounding it, and the License Fee shall not abate.
- 21.3 If the Building shall be damaged by fire or other casualty to the extent that portions are rendered unoccupiable, notwithstanding that the Collocation Space may be directly unaffected, Sprint may, at its election within 90 days of such casualty, terminate KMC's rights to the applicable Collocation Space by giving written notice of its intent to terminate KMC's rights to the applicable Collocation Space. The termination as provided in this paragraph shall be effective 90 days after the date of the notice. Upon KMC's request and subject to space availability, Sprint will provide to KMC, a comparable substitute collocation arrangement at another mutually agreeable location at the applicable charges for that arrangement and location.

22. EMINENT DOMAIN

- 22.1. If the Premises, or any portion thereof which includes a substantial part of the Collocation Space, shall be taken or condemned by any competent authority for any public use or purpose, KMC's rights to the applicable Collocation Space shall end upon, and not before, the date when the

possession of the part so taken shall be required for such use or purpose. If any condemnation proceeding shall be instituted in which it is sought to take or damage any part of the Premises, or if the grade of any street or alley adjacent to the Premises is changed by any competent authority and such change of grade makes it necessary or desirable to remodel the Premises to conform to the changed grade, Sprint shall have the right to terminate KMC's rights to the applicable Collocation Space upon not less than 30 days notice prior to the date of cancellation designated in the notice. No money or other consideration shall be payable by Sprint to KMC for such cancellation, and the KMC shall have no right to share in the condemnation award or in any judgment for damages caused by such eminent domain proceedings.

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24. ASBESTOS

24.1. KMC is aware the Premises in which the Collocation Space is located may contain or have contained asbestos or asbestos containing building materials, and KMC is hereby notified that the Premises in which the Collocation Space is located may contain asbestos or asbestos containing building material (ACBM). KMC agrees that it is responsible for contacting the appropriate Sprint manager responsible for the Premises to determine the presence, location and quantity of asbestos or ACBM that KMC's employees, agents, or contractors may reasonably expect to encounter while performing activities in the Premises. KMC shall not have responsibility or liability for any damages, expenses, costs, fees, penalties of any kind arising out of, or in connection with, or resulting from the disturbance of asbestos or ACBM in the Premises unless such disturbance arises out of or in connection with, or results from KMC's use of the Collocation Space or placement of equipment onto ACBM or into areas containing asbestos identified by Sprint. Sprint agrees to provide KMC reasonable notice prior to undertaking any asbestos control, abatement, or other activities which may disturb asbestos or ACBM that could potentially affect KMC's equipment or operations in the Collocation Space, including but not limited to the contamination of such equipment. Sprint will not have responsibility or liability for any damages, expenses, costs, fees, penalties of any kind arising out of, or in connection with the presence of asbestos in Sprint Premises.

25. MISCELLANEOUS

25.1 Work Stoppages. In the event of work stoppages, Sprint may establish separate entrances for use by personnel of KMC. KMC shall comply with any emergency operating procedures established by Sprint to deal with work stoppages.

I. Local Switching Services to Third-Party LECs.

Sprint and KMC each recognize that the other Party offers wholesale local port/local switching services alone or in combination with other wholesale services, including a resale or a Unbundled Network Element – Platform (UNE-P) like service (such switching and other services defined for purposes of this Section as “Local Switching Service”) to other certificated local exchange carriers (“Local Switching Customers”). Local Switching Customers may include any certificated local exchange carrier. For purposes of this Section, Local Switching Service does not include Transit Service provided by a Party to connect the other Party with a third party that provides its own local switching. Notwithstanding anything else to the contrary in this Agreement, when a Party provides such Local Switching Service, the traffic exchanged between the Parties that originates or terminates with one of the Party’s Local Switching Customers will be treated as set forth in this **Section [I]**:

A. Local Switching Traffic Trunking Arrangements.

Each Party agrees that the other Party serving such Local Switching Customer will exchange traffic over the interconnection facilities and trunk groups established under other provisions of this Agreement, which includes but is not limited to, those trunks established for mutual traffic exchange of Local Traffic, non-equal access intraLATA toll traffic, Transit Traffic, and Equal Access Interexchange Traffic originated and terminated on the Parties’ own networks

B. Compensation.

1. Traffic Originated by an End User Subscriber of a Local Switching Customer of one Party and Terminated by the Other Party. Except for traffic described in **Section [I.A.1]**, to the extent a Party (the “Originating Local Switching Party”) delivers to the other Party Local Traffic, non-equal access IntraLATA toll traffic, or local Transit Traffic originated by an end-user subscriber of one of its Local Switching Customers (“Local Switching Traffic”), such Local Switching Traffic shall be treated in all respects by both Parties as though it was originated by an end-user subscriber of the Originating Local Switching Party. An Originating Local Switching Party under this paragraph agrees to compensate the other Party for any functions performed by the other Party in the completion of Local Switching Traffic, including Compensation for Local Traffic Transport and Termination, or transit service charges. Equal Access Interexchange Traffic will be treated in accordance with the Parties’ access tariffs
2. Traffic Originated by an End User Subscriber of a Local Switching Customer of One Party and Terminated to an End User Subscriber of a Local Switching Customer of the Other Party. To the extent an

Originating Local Switching Party delivers to the other Party Local Switching Traffic that will be terminated to an end-user subscriber of a Local Switching Customer of the other Party, the Originating Local Switching Party and other Party will treat such traffic with respect to each Party as traffic originating or terminating on its own network, respectively. An Originating Local Switching Party agrees to compensate the other Party for any functions performed by the other Party in the completion of Local Switching Traffic described in this paragraph, including Compensation for Local Traffic Transport and Termination, or transit service charges. Equal Access Interexchange Traffic will be treated in accordance with the Parties' access tariffs.

3. Traffic Originated by an End User of One Party and Terminated to an End User Subscriber of a Local Switching Customer of the Other Party. To the extent a Party's (the "Originating Party's") end-user subscriber originates Local Traffic bound for an end-user subscriber of a Local Switching Customer of the other Party, the other Party will treat such traffic with respect to the Originating Party as traffic terminating on the other Party's own network. The Originating Party agrees to compensate the other Party for any functions performed by the other Party in the completion of Local Switching Traffic described in this paragraph, including Compensation for Local Traffic Transport and Termination, or transit service charges. Equal Access Interexchange Traffic will be treated in accordance with the Parties' access tariffs.
4. Compensation Arrangements with Local Switching Customers. Each Party represents and warrants that it has entered, or will enter promptly upon the execution of this Agreement (and will maintain in force during the term of this Agreement), into agreements with its Local Switching Customers that those Local Switching Customers will not seek compensation of any sort from the other Party or the other Party's Local Switching Customers for the termination of Local Switching Traffic originated by the other Party or its Local Switching Customers. In the case of future Local Switching Customers of either Party, each Party represents and warrants that it will enter into (and will maintain in force during the term of this Agreement) such agreements with such Local Switching Customers in the future. Each Party will enter into arrangements with its own Local Switching Customers by which each Party addresses such compensation issues with its own Local Switching Customers. Each Party will indemnify and defend the other Party and the other Party's Local Switching Customers in the event that one of the Party's Local Switching Customers seeks to obtain compensation for Local Switching Traffic from the other Party or its Local Switching Customers. Notwithstanding anything to the contrary in this paragraph, Local Switching Customers may properly collect access charges for interexchange traffic.

C. Originating Line Information to be Provided with Local Switching Traffic.

Each Party, when acting as a provider of Local Switching Service under this Section and delivering Local Switching Traffic to the other Party, shall utilize its numbering resources in such a way that the other Party shall be able to distinguish Local from IntraLATA Toll traffic, and interLATA Traffic from both, and ascertain the point of origin of the Local Switching Traffic. Both Parties will provide LEC-to-LEC Common Channel Signaling (“CCS”) to each other, where available, in conjunction with all Local Switching Traffic in order to enable full interoperability of CLASS features and functions except for call return. All CCS signaling parameters will be provided in conjunction with Local Switching Traffic exchanged under this Agreement, including automatic numbering identification (“ANI”), originating line information (“OLI”), calling company category, charge number, etc.

D. Access Charges for Interexchange Local Switching Traffic.

Rates for interexchange Local Switching Traffic shall be the applicable charges as set forth in each Party’s Interstate or Intrastate Switched Access Service tariffs. Billing associated with all interexchange Local Switching Traffic subject to access charges shall be pursuant to the MECAB guidelines, and will be consistent with the other provisions of this Section

E. Local Switching Number Portability Requests.

Each Party agrees that it will recognize and process any number portability request made by the other Party (the “Requesting Party”) on behalf of an end-user subscriber of the Requesting Party’s Local Switching Customer as though the request were made by the Requesting Party for its own end-user subscriber, including where that end-user subscriber currently is served by one of the non-requesting Party’s Local Switching Customers. Each Party represents and warrants that it has or will have arrangements in place with its own Local Switching Customers to implement the provisions of this paragraph, and will make porting requests on behalf of one of its Local Switching Customer only upon receiving proper authorization (“Proper Authorization”) from the end-user subscriber of the Local Switching Customer. Proper Authorization shall be in substantially the same form as Attachment [X].

E. Directory Listings.

Language TBD.